

United States
Court of Appeals
for the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

vs.

PINKERTON'S NATIONAL DETECTIVE
AGENCY, INC., and CONTRACT GUARDS
AND PATROLMEN'S ORGANIZING COM-
MITTEE, I.L.W.U.,

Respondents.

Transcript of Record

Petition for Enforcement of an Order of The National
Labor Relations Board

FILED

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in *italic*; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in *italic* the two words between which the omission seems to occur.]

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United States of America
National Labor Relations Board

CHARGE AGAINST EMPLOYER

1. Pursuant to Section 10(b) of the National Labor Relations Act, the undersigned hereby charges that Pinkerton's National Detective Agency, Inc., at Monadnock Building, San Francisco, California, employing 150 workers in Patrol & Guard Service, has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a) subsections (1) and (3) of said Act, in that:

2. On or about July 24, 1948, it, by its officers, agents, and representatives, terminated the employment of Thomas W. Stenhouse, one of its employees, and at all times since that date has refused and does now refuse to employ the above named employee, because of threats by agents or representatives of Contract Guards and Watchmen, CIO, a labor organization, to have its members walk off the job if the above named employee, a non-member, is put to work with its members, some of whom are employees of the Employer.

By the above acts and by other acts and conduct, the Employer has interfered with, restrained and coerced its employees, and is interfering with, restraining and coercing its employees in the rights guaranteed them by Section 7 of the Act.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting

commerce within the meaning of said Act.

3. (Paragraphs 3, 4, and 5 apply only if the charge is filed by a labor organization). The labor organization filing this charge, hereinafter called the union, has complied with Section 9 (f) (A), 9 (f) (B) (1), and 9 (g) of said Act as amended, as evidenced by letter of compliance issued by the Department of Labor and bearing code number.... The financial data filed with the Secretary of Labor is for the fiscal year ending.....

A certificate has been filed with the National Labor Relations Board in accordance with Section 9(f)(B)(2) stating the method employed by the union in furnishing to all its members copies of the financial data required to be filed with the Secretary of Labor.

4. Each of the officers of the union has executed a non-communist affidavit as required by Section 9(h) of the Act.

5. Upon information and belief, the national or international labor organization of which this organization is an affiliate or constituent unit has also complied with Section 9(f), (g), and (h) of the Act.

6. (Full name of labor organization, including local name and number, or person filing charge): Thomas W. Stenhouse, 3448 Telegraph, Oakland, California. Olympic 2-3425.

7. Full name of national or international labor organization of which it is an affiliate or constituent unit): An individual.

Additional Charge: Case No. 20-CA-120. Date filed 8/9/48.

/s/ By T. W. STENHOUSE,

(Signature of representative or
person filing charge)

Subscribed and sworn to before me this 9th day of August, 1948, at San Francisco, Calif., as true to the best of deponent's knowledge, information and belief.

/s/ JOHN H. IMMEL, Jr.,

(Board Agent or Notary Public)

General Counsel's Exhibit 1-M.

United States of America
Before the National Labor Relations Board
Twentieth Region

Case No. 20-CA-120

In the Matter of
PINKERTON NATIONAL DETECTIVE
AGENCY, INC.,

and

THOMAS W. STENHOUSE, JOHN T. CON-
NERS, and WALTER J. SLATER, individuals.

Case No. 20-CB-33

In the Matter of
CONTRACT GUARD'S AND PATROLMEN'S
ORGANIZING COMMITTEE, I.L.W.U., and
INTERNATIONAL LONGSHOREMEN'S &
WAREHOUSEMEN'S UNION, C.I.O.,

and

JOHN T. CONNERS and WALTER J. SLATER,
individuals.

COMPLAINT

It having been charged by Thomas W. Stenhouse, John T. Connors and Walter J. Slater, individuals, that Pinkerton National Detective Agency, Inc., herein called the respondent Company, and it having been further charged by John T. Connors and Walter J. Slater, individuals, that the Contract Guard's and Patrolmen's Organizing Committee, I.L.W.U., and the International Longshoremen's

and Warehousemen's Union, affiliated with the Congress of Industrial Organizations, herein called the respondent Unions, have engaged in and are engaging in unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C.A. 141 et seq. (Supp. July 1947), herein called the Act, the General Counsel of the National Labor Relations Board, on behalf of the Board, by the Regional Director for the Twentieth Region, designated by the Rules and Regulations of the National Labor Relations Board, Series 5, as amended, Section 203.15, hereby issues his Complaint upon the charges, duly consolidated pursuant to the provisions of Section 203.33(b) of the above Rules and Regulations, and alleges as follows:

I.

The respondent Company is, and at all times herein mentioned has been, a Delaware corporation engaged in the business of furnishing guards, detectives, protection personnel, and similar services to individuals and business establishments. In connection with such business it maintains regional offices in various parts of the United States, including such an office in San Francisco, California, which is the headquarters for its so-called West Coast Region. The aforesaid West Coast Region services various points on the Pacific Coast.

II.

In the West Coast Region, respondent Company, among its other functions, furnishes services to operators of ships engaged in the transportation of passengers and cargo between ports on the Pacific Coast and other ports located in various States of the United States, its territories and possessions, and in foreign countries.

III.

During the fiscal year ending December 31, 1947, respondent Company in its aforesaid West Coast Region received in excess of \$600,000 for its services as described in paragraph I above, and approximately 85% of the aforesaid amount was received for its services to operators of ships as described in paragraph II above.

IV.

The Contract Guard's and Patrolmen's Organizing Committee, I.L.W.U., and the International Longshoremen's and Warehousemen's Union are each labor organizations within the meaning of Section 2, subsection (5) of the Act.

V.

The respondent Company, by its officers and agents, commencing on or about July 23, 1948, did refuse to employ and is continuing to refuse to employ Thomas W. Stenhouse because of his failure to join the Contract Guard's and Patrolmen's Organizing Committee, I.L.W.U.

VI.

The respondent Company, by its officers and agents, commencing on or about August 7, 1948, has discriminated and is now discriminating against John T. Conners and Walter J. Slater by refusing to employ or dispatch them to jobs because of their failure to maintain good standing as members of the Contract Guard's and Patrolmen's Organizing Committee, I.L.W.U.

VII.

By the acts set forth in paragraphs V and VI above, the respondent Company did discriminate, and is now discriminating, in regard to hire and tenure of employment and terms and conditions of employment of said Thomas W. Stenhouse, John T. Conners, and Walter J. Slater, and did thereby encourage membership in labor organizations, and did thereby engage in, and is thereby engaging in unfair labor practices within the meaning of Section 8(a)(3) of the Act.

VIII.

By the acts set forth in paragraphs V, VI and VII above, the respondent Company did interfere with, restrain and coerce, and is interfering with, restraining and coercing its employees in the exercise of the rights guaranteed them by Section 7 of the Act, and did thereby engage in unfair labor practices, and is thereby engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

IX.

The respondent Unions, and each of them, by their officers and agents, commencing on or about August 3, 1948, restrained or coerced employees in the exercise of rights guaranteed in Section 7 of the Act, by engaging in the following acts and conduct:

1. Threatening to "pull" an employee's card so that he could not work, unless he paid dues to the Contract Guard's and Patrolmen's Organizing Committee, I.L.W.U.

2. Warning employees of the respondent Company that it would be dangerous for them to report to work on the San Francisco waterfront without "paid-up" dues books in the Contract Guard's and Patrolmen's Organizing Committee, I.L.W.U.

X.

The respondent Unions, and each of them, by their officers and agents, commencing on or about August 7, 1948, caused the respondent Company to * * *

XI.

By the acts set forth in paragraph X above, the respondent Unions, and each of them, did cause or attempt to cause an employer to discriminate against employees in violation of subsection (3) of Section 8(a) of the Act, and did thereby engage in, and is thereby engaging in unfair labor practices within the meaning of Section 8(b)(2) of the Act.

XII.

By the acts set forth in paragraphs IX and X above, the respondent Unions, and each of them,

did restrain and coerce, and are restraining and coercing, employees in the exercise of the rights guaranteed them in Section 7 of the Act, and did thereby engage in, and are thereby engaging in unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act.

XIII.

The acts of the respondent Company as set forth in paragraphs V, VI and VII above, and the acts of the respondent Unions, and each of them, as set forth in paragraphs IX and X above, occurring in connection with the operations of the respondent Company described in paragraphs I, II and III above, have a close, intimate, and substantial relation to trade, traffic and commerce among the several states, and tend to lead to labor disputes, burdening and obstructing commerce and the free flow of commerce.

XIV.

The aforesaid acts of the respondent Company as set forth in paragraphs V, VI and VII above, and the aforesaid acts of the respondent Unions as set forth in paragraphs IX and X above, and each of them, constitute unfair labor practices within the meaning of Section 8(a)(1)(3) and Section 8(b)(1)(A) and 8(b)(2) and Section 2(6) and (7) of the Act.

Wherefore, the General Counsel of the National Labor Relations Board on behalf of the Board, on this 30th day of November, 1948, issues his Complaint against Pinkerton National Detective Agency,

the allegations of said Paragraphs of said complaint.

Wherefore, this answering respondent prays that the said complaint be dismissed.

GLADSTEIN, ANDERSEN, RESNER
& SAWYER

/s/ By N. LEONARD,
Attorneys for Contract Guards and Patrolmen's
Organizing Committee, I.L.W.U.

Duly Verified.

General Counsel's Exhibit 1-CC.

[Title of Board and Cause.]

ANSWER OF PINKERTON'S NATIONAL
DETECTIVE AGENCY, INC.

Pinkerton's National Detective Agency, Inc., answers the complaint in the above entitled consolidated cases as follows:

I.

Denies generally and specifically, each and all of the allegations contained in paragraphs V, VI, VII, VIII, X, XI, XII, XIII and XIV of said complaint.

II.

Further answering the allegations contained in paragraph V of said complaint, Pinkerton's National Detective Agency alleges that at all times after July 23, 1948, Pinkerton's National Detective Agency was ready, able and willing to employ and dispatch Thomas W. Stenhouse at the same type of work as patrolman and guard as he was theretofore

employed without the necessity of joining or maintaining good standing as a member of Contract Guards and Patrolmen's Organizing Committee, I.L.W.U., or any other labor organization, but that at no time on or after July 23, 1948, did Thomas W. Stenhouse apply to Pinkerton's National Detective Agency for any job or employment of any kind.

III.

Pinkerton's National Detective Agency is without knowledge concerning the allegations contained in paragraph IX of said complaint.

IV.

Further answering the allegations contained in paragraphs VI, VII, VIII, IX, X, XI, XII, XIII and XIV of said complaint, Pinkerton's National Detective Agency alleges:

That, commencing on or about August 11, 1948, and continuously ever since, Pinkerton's National Detective Agency, unconditionally offered to, and has been ready, able and willing to employ and dispatch John T. Conners and Walter J. Slater at the same type of work as patrolmen and guards as they were theretofore employed without the necessity of joining or maintaining good standing as members of the Contract Guards and Patrolmen's Organizing Committee, I.L.W.U., or any other labor organization.

That, commencing on or about August 9, 1948, and continuously ever since, Pinkerton's National Detective Agency unconditionally offered to, and has

been ready, able and willing to employ and dispatch John T. Conners and Walter J. Slater as patrolmen and guards on industrial jobs without the necessity of joining or maintaining good standing as members of Contract Guards and Patrolmen's Organizing Committee, I.L.W.U., or any other labor organization.

That, at all times from and after August 9, 1948, John T. Conners and Walter J. Slater have refused to accept employment by Pinkerton's National Detective Agency or to be dispatched either at the same type of work as they were theretofore employed or as patrolmen and guards on industrial work.

That, on or about the second day of September, 1948, a strike was called by I.L.W.U. against the Waterfront Employers Association of the Pacific Coast. That said strike continued in effect until the sixth day of December 1948. That, as a result of said strike, and for the duration of said strike, virtually all shipping in and out of San Francisco was suspended. That, as a result of said suspension of shipping operations, the services of Pinkerton's National Detective Agency on the waterfront were reduced by more than fifty per cent during said period, and for said reason the said Thomas W. Stenhouse, J. T. Conners and Walter J. Slater would not have been employed more than one-half of the time from the second day of September 1948 to the sixth day of December 1948 by Pinkerton's National Detective Agency.

Wherefore, Pinkerton's National Detective

Agency, Inc. prays that the above entitled matter be dismissed.

PINKERTON'S NATIONAL DETECTIVE AGENCY, INC.

/s/ By J. O. CAMDEN,
Assistant General Manager.

Duly Verified.

General Counsel's Exhibit No. 1-EE.

[Title of Board and Cause.]

AMENDED COMPLAINT

It having been charged by Thomas W. Stenhouse, John T. Conners, Walter J. Slater, and Charles O. Holmes, individuals, that Pinkerton National Detective Agency, Inc., herein called the respondent Company, and it having been further charged by John T. Conners, Walter J. Slater, and Charles O. Holmes, individuals, that the Contract Guards and Patrolmen's Organizing Committee, I.L.W.U., and the International Longshoremen's and Warehousemen's Union, affiliated with the Congress of Industrial Organizations, herein called the respondent Unions, have engaged in and are engaging in unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C.A. 141 et seq. (Supp. July 1947), herein called the Act, the General Counsel of the National Labor Relations Board, on behalf of the Board, by the Regional Director for the Twentieth Region, designated by the Rules and Regulations of

the National Labor Relations Board, Series 5, as amended, Section 203.15, hereby issues his Complaint upon the charges, duly consolidated pursuant to the provisions of Section 203.33(b) of the above Rules and Regulations, and alleges as follows:

I.

The respondent Company is, and at all times herein mentioned has been, a Delaware corporation engaged in the business of furnishing guards, detectives, protection personnel, and similar services to individuals and business establishments. In connection with such business it maintains regional offices in various parts of the United States, including such an office in San Francisco, California, which is the headquarters for its so-called West Coast Region. The aforesaid West Coast Region services various points on the Pacific Coast.

II.

In the West Coast Region, respondent Company, among its other functions, furnishes services to operators of ships engaged in the transportation of passengers and cargo between ports located in various States of the United States, its territories and possessions, and in foreign countries.

III.

During the fiscal year ending December 31, 1947, respondent Company in its aforesaid West Coast Region received in excess of \$600,000 for its services as described in paragraph I above, and approximately 85% of the aforesaid amount was received

for its services to operators of ships as described in paragraph II above.

IV.

The Contract Guards and Patrolmen's Organizing Committee, I.L.W.U., and the International Longshoremen's and Warehousemen's Union, affiliated with the Congress of Industrial Organizations, are each labor organizations within the meaning of Section 2, subsection (5) of the Act.

V.

The respondent Company, by its officers and agents, commencing on or about July 23, 1948, did refuse to employ and is continuing to refuse to employ Thomas W. Stenhouse because of his non-membership in good standing in the Contract Guards and Patrolmen's Organizing Committee, I.L.W.U.

VI.

The respondent Company, by its officers and agents, commencing on or about August 7, 1948, has discriminated and is now discriminating against John T. Conners, Walter J. Slater, and Charles O. Holmes by refusing to employ or dispatch them to maritime jobs because of their failure to maintain good standing as members of the Contract Guards and Patrolmen's Organizing Committee, I.L.W.U.

VII.

By the acts set forth in paragraphs V and VI above, the respondent Company did discriminate, and is now discriminating, in regard to hire and tenure of employment and terms and conditions of employment of said Thomas W. Stenhouse, John T.

Conners, Walter J. Slater, and Charles O. Holmes, and did thereby encourage membership in labor organizations, and did thereby engage in, and is thereby engaging in unfair labor practices within the meaning of Section 8(a)(3) of the Act.

VIII.

By the acts set forth in paragraphs V, VI and VII above, the respondent Company did interfere with, restrain and coerce, and is interfering with, restraining and coercing its employees in the exercise of the rights guaranteed them by Section 7 of the Act, and did thereby engage in unfair labor practices, and is thereby engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

IX.

The respondent Unions, and each of them, by their officers and agents, commencing on or about August 3, 1948, restrained or coerced employees in the exercise of rights guaranteed in Section 7 of the Act, by engaging in the following acts and conduct:

1. Threatening to "pull" an employee's card so that he could not work, unless he paid dues to the Contract Guards and Patrolmen's Organizing Committee, I.L.W.U.

2. Warning employees of the respondent Company that it would be dangerous for them to report to work on the San Francisco waterfront without "paid-up" dues books in the Contract Guards and Patrolmen's Organizing Committee, I.L.W.U.

X.

The respondent Unions, and each of them, by their officers and agents, commencing on or about August 7, 1948, caused the respondent Company to refuse to employ or dispatch John T. Conners, Walter J. Slater and Charles O. Holmes to maritime jobs of said respondent Company because of said Conners', Slater's, and Holmes' failure to maintain good standing as members of the Contract Guards and Patrolmen's Organizing Committee, I.L.W.U.

XI.

By the acts set forth in paragraph X above, the respondent Unions, and each of them, did cause or attempt to cause an employer to discriminate against employees in violation of subsection (3) of Section 8(a) of the Act, and did thereby engage in, and is thereby engaging in unfair labor practices within the meaning of Section 8(b)(2) of the Act.

XII.

By the acts set forth in paragraphs IX and X above, the respondent Unions, and each of them, did restrain and coerce, and are restraining and coercing, employees in the exercise of the rights guaranteed them in Section 7 of the Act, and did thereby engage in, and are thereby engaging in unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act.

XIII.

The acts of the respondent Company as set forth in paragraphs V, VI and VII above, and the acts

of the respondent Unions, and each of them, as set forth in paragraphs IX and X above, occurring in connection with the operations of the respondent Company described in paragraphs I, II and III above, have a close, intimate, and substantial relation to trade, traffic and commerce among the several states, and tend to lead to labor disputes, burdening and obstructing commerce and the free flow of commerce.

XIV.

The aforesaid acts of the respondent Company as set forth in paragraphs V, VI, and VII above, and the aforesaid acts of the respondent Unions as set forth in paragraphs IX and X above, and each of them, constitute unfair labor practices within the meaning of Section 8(a)(1) and (3) and Section 8(b)(1)(A) and 8(b)(2) and Section 2(6) and (7) of the Act.

Wherefore, the General Counsel of the National Labor Relations Board on behalf of the Board, on this 15th day of February, 1949, issues his Complaint against Pinkerton's National Detective Agency, Inc., and Contract Guards and Patrolmen's Organizing Committee, I.L.W.U., and International Longshoremen's and Warehousemen's Union, C.I.O., the respondents named herein.

[Seal] /s/ GERALD A. BROWN,
 Regional Director National
 Labor Relations Board

General Counsel's Exhibit No. 1-FF.

[Title of Board and Cause.]

ANSWER OF PINKERTON'S NATIONAL
DETECTIVE AGENCY, INC.

Pinkerton's National Detective Agency, Inc. further answers the complaint in the above entitled consolidated cases as follows:

I.

Pinkerton's National Detective Agency, Inc. hereby adopts, reaffirms and incorporates by reference as though fully set forth herein all of the denials, allegations and other matters set forth in the answer of Pinkerton's National Detective Agency, Inc. filed herein on or about January 31, 1949, as the answer of Pinkerton's National Detective Agency, Inc. to the amended complaint herein issued on or about February 15, 1949.

II.

Further answering the allegations contained in paragraphs VI, VII, VIII, IX, X, XI, XII, XIII and XIV of said amended complaint, Pinkerton's National Detective Agency, Inc. alleges that from and after August 7, 1948, until September 2, 1948, Pinkerton's National Detective Agency, Inc. employed Charles O. Holmes as a guard on waterfront work whenever such work was available, and that from and after September 2, 1948, Pinkerton's National Detective Agency, Inc. employed Charles O. Holmes as a guard on industrial work until Novem-

ber 13, 1948, at which time Charles O. Holmes voluntarily quit and terminated his employment.

That on or about the 2nd day of September, 1948, a strike was called by I.L.W.U. against the Waterfront Employers Association of the Pacific Coast. That said strike continued in effect until the 6th day of December, 1948. That as a result of said strike and for the duration of said strike virtually all shipping in and out of San Francisco was suspended. That as a result of said suspension of shipping operations the services of Pinkerton's National Detective Agency, Inc. on the waterfront were reduced by more than fifty per cent during said period, and for said reason the said John T. Conners and Walter J. Slater would not have been employed more than one-half of the time from the 2nd day of September 1948, to the 6th day of December 1948, by Pinkerton's National Detective Agency, Inc., and that Thomas W. Stenhouse and Charles O. Holmes would not have been employed for any waterfront work during said period.

Wherefore, Pinkerton's National Detective Agency, Inc. prays that the above-entitled matter be dismissed.

PINKERTON'S NATIONAL DETECTIVE AGENCY, INC.

By /s/ J. O. CAMDEN,

Assistant General Manager

Duly Verified.

Received March 29, 1949, N.L.R.B.

General Counsel's Exhibit 1-II.

[Title of Board and Cause.]

INTERMEDIATE REPORT

Robert V. Magor, for General Counsel; Gladstein, Andersen, Resner and Sawyer, by Norman Leonard, for Contract Guards and International; Roth and Bahrs, by George O. Bahrs, for Pinkerton's.

Statement of the Case

Upon charges and amended charges duly filed by Thomas W. Stenhouse, John T. Conners, and Walter J. Slater against Pinkerton's National Detective Agency, Inc., herein called Pinkerton's, (being Case No. 20-CA-120), and by John T. Conners and Walter J. Slater against the Contract Guard's and Patrolmen's Organizing Committee, herein called the Organizing Committee, and International Longshoremen's and Warehousemen's Union, affiliated with the Congress of Industrial Organizations, herein called International, (being Case No. 20-CB-33), the General Counsel of the National Labor Relations Board, herein, respectively, called the General Counsel and the Board, by the Regional Director for the Twentieth Region (San Francisco, California), issued his complaint on November 30, 1948,¹ alleging that Pinkerton's had engaged in, and is engaging in, unfair labor practices affecting commerce, within the meaning of Section 8 (a) (1) and (3) and Section 2 (6) and (7) of the National Labor Relations Act, as amended, 61 Stat 136, herein

¹On the same day, the said Regional Director, pursuant to Section 203.33 (b) of the Board's Rules and Regulations—Series 5, issued an order consolidating the above numbered cases.

called the Act, and that the Organizing Committee and the International had engaged in, and are engaging in, unfair labor practices affecting commerce, within the meaning of Section 8(b)(1)(A), (b)(2), and Section 2(6) and (7) of the Act.

Copies of the complaint, charges, amended charges, notice of hearing, and order of consolidation were duly served upon Stenhouse, Conners, Slater, Pinkerton's, the Organizing Committee, and the International.

On December 1, 1948, the said Regional Director served upon the parties copies of an "Amendment to Complaint."

On December 6, 1948, Charles O. Holmes duly filed with the said Regional Director in Case No. 20-CA-120 a charge against Pinkerton's and in Case No. 20-CB-33 a charge against the Organizing Committee and the International.

On February 1, 1949, Pinkerton's, the Organizing Committee, and the International each duly filed answers wherein each Respondent admitted certain allegations of the complaint but denied the commission of any of the alleged unfair labor practices.

On February 15, 1949, the said Regional Director issued a "Notice of Consolidated Hearing on Amended Complaint."² On the same day, copies of

²The notice or order recited, in substance, that after the issuance of the complaint and the amendment thereto, Holmes filed charges against Pinkerton's, the Organizing Committee, and the International and the Regional Director decided that, in order to effectuate the purposes of the Act, all the

the Amended Complaint, annexed to which were copies of the charges and amended charges filed by the four complainants herein, and Notice of Consolidated Hearing were duly served upon Pinkerton's, the Organizing Committee, the International, and the four complainants herein.

With respect to the unfair labor practices of Pinkerton's the amended complaint alleged in substance that (1) since July 23, 1948, it has refused, and still refuses, to employ Stenhouse because of his non-membership in good standing in the Organizing Committee; (2) since August 7, 1948, it has refused, and still refuses, to employ, or dispatch to maritime jobs, Conners, Slater, and Holmes because they have, and each of them has, failed to maintain membership in good standing in the Organizing Committee; and (3) by such acts and conduct it has interfered with the rights guaranteed Stenhouse, Conners, Slater, and Holmes in Section 7 of the Act, thereby violating Section 8 (a) (1) and (3) thereof.

With respect to the unfair labor practices of the Organizing Committee and the International, the amended complaint alleged, in substance, that they, and that each of them, (1) threatened that they would "pull" the card of any Pinkerton's employee so that he could not work for Pinkerton's unless he

charges should be considered together and hence he issued the above-mentioned notice or order consolidating the cases of Stenhouse, Conners, Slater, and Holmes. The notice or order further provided that the answers previously filed by Pinkerton's, the Organizing Committee, and the International be "deemed as answers to the similar allegations in the attached Amended Complaint." Despite this recital, Pinkerton's, nonetheless, duly filed an answer to the amended complaint.

paid dues to the Organizing Committee; (2) warned Pinkerton's employees that it would be dangerous for them to work on the San Francisco water front without paid-up dues books of the Organizing Committee; (3) since on or about August 7, 1948, caused Pinkerton's to refuse employment to Conners, Slater, and Holmes because of their failure to maintain membership in good standing in the Organizing Committee; and (4) by such actions they have, and each of them has, restrained and coerced Pinkerton's employees in the exercise of the rights guaranteed in Section 7 of the Act thereby violating Section 8 (b) (1) (A) and 8 (b) (2) thereof.

On March 3, 1949, Pinkerton's duly filed an answer to the amended complaint denying the commission of any of the alleged unfair labor practices. The answers previously filed by the Organizing Committee and International to the complaint were deemed to include denials of all and any unfair labor practices alleged to have been committed by them in the amended complaint.

Pursuant to notice, a hearing was held in San Francisco, California, from March 29 to 31, 1949, both dates inclusive, before Howard Myers, the undersigned Trial Examiner who had been duly designated by the Chief Trial Examiner. The parties were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence pertinent to the issues was afforded all parties. Before the taking of any evidence, counsel for the International moved to dismiss the complaint as against it because the charges and amended

charges were not served upon the International within the time specified for such service in Section 10(b), of the Act. The motion was denied with permission to renew. At the conclusion of the General Counsel's case-in-chief, counsel for the International renewed his motion to dismiss the complaint because of lack of due and timely service of the charge and amended charges and for failure of proof. The motion was denied. Likewise the motion of the Organizing Committee to dismiss the complaint for lack of proof was denied. At the conclusion of the taking of the evidence, the General Counsel's motion to conform the pleadings to the proof with respect to minor variances was granted without objection. Counsel for the Organizing Committee and the International then renewed his motions to dismiss the complaint. Decisions thereon were reserved. The motion that the complaint be dismissed as to the International because of lack of due and timely service is denied. Not only was the charges and amended charges served within the required time, but admittedly shortly after the original charges of Stenhouse, Connors, and Slater were filed with the Regional Director copies thereof were sent to counsel for the International pursuant to his standing request that copies of all charges filed against the International be sent to him as soon as filed. The International and its counsel received a copy of the charges and amended charges of Stenhouse, Connors, and Slater prior to December 3, 1948,³ because

³Holmes filed his charges on December 6, 1948, and due and timely service of those charges were made upon all the Respondents herein.

on that day counsel for the International and Organizing Committee requested in writing an extension of time to file an answer, which request was granted. Moreover, an answer was duly filed by the International on February 1, 1949, which was within the 6-month period for service of charges prescribed in Section 10 (b) of the Act. The motions of the Organizing Committee and the International to dismiss the complaint for lack of proof are disposed of in the body of this Report.

At the conclusion of the hearing oral argument, in which counsel for all parties participated, was heard. The parties were then informed that they might file briefs and proposed findings of fact and conclusions of law with the undersigned within 15 days after the close of the hearing.⁴ Briefs have been received from counsel for Pinkerton's and the Respondent Unions, and from the General Counsel, which briefs have been duly considered by the undersigned.

Upon the entire record in the case and from his observation of the witnesses, the undersigned makes the following:

Findings of Fact

I. The business of Pinkerton's

Pinkerton's National Detective Agency, Inc., a Delaware corporation, is engaged in the business of furnishing guards, detectives, protection personnel, and similar services to individuals and business

⁴At the request of counsel for the Respondent Unions, the time to file briefs was extended to May 6, 1949.

establishments. In connection with such business Pinkerton's maintains regional offices in various parts of the United States, including an office in San Francisco, California, which is the headquarters of its West Coast Region and the employees of which region are the only ones involved in this proceeding.

In its West Coast Region, Pinkerton's, among other functions, furnishes guards and services to operators of ships engaged in the transportation of passengers and cargo between ports located in the various States of the United States, its territories and possessions, and in foreign countries.

During the fiscal year ending December 1947, Pinkerton's in its West Coast Region received in excess of \$600,000 for its services approximately 85 percent of which amount was received from employees engaged in transporting passengers and cargo in interstate and foreign traffic. During all times material herein, a substantial amount of Pinkerton's West Coast Region income was received in payment of services rendered to employers engaged in interstate and foreign traffic.

Pinkerton's concede, and the undersigned finds, that during all the times material herein Pinkerton's was, and still is, engaged in commerce, within the meaning of the Act.

II. The labor organizations involved

Contract Guard's and Patrolmen's Organizing Committee, affiliated with the International Longshoremen's and Warehousemen's Union and the Longshoremen's and Warehousemen's Union, af-

filiated with the Congress of Industrial Organizations, are labor organizations admitting to membership employees of Pinkerton's.

III. The unfair labor practices

A. Interference, restraint, and coercion by Pinkerton's; restraint and coercion by Organizing Committee; the discharges; and the refusal to employ Stenhouse.

1. The pertinent facts

Under date of August 1, 1946, the International, acting in behalf of certain of its Locals,⁵ entered into a written contract with Pinkerton's. The contract, by its terms was to remain in full force and effect until June 15, 1947, and was to be renewed from year to year thereafter unless either party gave notice to the other party in writing of its desire to modify or terminate it not less than 60 days prior to its anniversary dates.

The sections of the aforementioned contract which directly bear upon the pertinent issues of this proceeding read, in part, as follows:

Section I. Recognition:

The Employer (Pinkerton's) recognizes the Union (the International in behalf of the stated Locals) as the sole collective bargaining agent * * * for all persons employed as guards and patrolmen * * *.

⁵Being Locals 34 (San Francisco Bay Area), Local 6 (Stockton), Local 40 (Portland, Columbia River Area), and Local 26 (Long Beach, Wilmington, and San Pedro Area).

Section II. Union Shop:

It is understood in hiring to fill all vacancies or new positions, the Employer will, under this Agreement, choose his own source of new employees. The Employer agrees to notify the Union of such employment. New employees so hired under and subject to this Contract shall join the Union within fifteen (15) days of the date of their employment.

The Employer agrees to terminate with forty-eight (48) hours the employment of any employee who becomes delinquent and in bad standing with the Union.

Section XIV. Labor Relations Committee:

(a) The Union and Employer shall each appoint an equal number of representatives to constitute a Labor Relations Committee in each port. * * *

(b) To certify the list of registered men composed of present employees and to make such additions to the registered list from the Employer's list of extra men when increased work opportunities warrant. No employee not on the registered list may be employed while there is any employee on the registered list qualified, ready, and willing to go to work.

The Labor Relations Committee was established pursuant to the provisions of the contract and, although the composition thereof changed, the committee, among other things, periodically prepared register lists of persons who, under the contract, were eligible to be placed thereon. Such a committee was functioning at the time of the present hearing.

The said agreement of August 1, 1946, was re-

newed by consent of the parties thereto on June 15, 1947, and again on June 15, 1948. In fact, the said agreement, especially the union-shop provision thereof, was still in force and effect at the time of the hearing herein.

Sometime in December 1947, Local 34 sequestered its maritime guards and patrolmen members and placed them into an organization known as the Contract Guard's Organizing Committee, which organization was chartered by the International in January 1949. Since the sequestration, the members of the Organizing Committee functioned, with respect to their employment with Pinkerton's, and with the latter's tacit approval, under the aforementioned 1946 contract and the several renewals thereof.

Sometime between June 15 and August 7, 1948, representatives of Pinkerton's and representatives of the Organizing Committee met. According to the credited testimony of J. O. Camden, Pinkerton's assistant manager and manager of its West Coast Region, "the primary purpose" of the meeting was to resolve the question with respect to the enforcement of the union-shop agreement of the August 1946 contract. Pinkerton's representatives and its attorneys, who also were at the meeting, took the position that the union-shop provision of the contract was repugnant to the Act while, on the other hand, the representatives of the Organizing Committee and its attorney, who also was at the meeting, contended that since the contract had automatically renewed itself all the provisions thereof were still

in full force and effect. The record does not indicate the outcome of this meeting.

According to the credited testimony of Thomas W. Stenhouse, one of the complainants herein, he was first employed by Pinkerton's in 1945, and after about 7 months' employment as a water-front guard he quit; he was rehired in June 1946, and worked continuously thereafter as such a guard until March 29, 1948; on that day he received a telephone call from Pinkerton's Dispatcher Jamison informing him that Michael Johnson, the Organizing Committee's organizer, had informed Pinkerton's that he could no longer work for Pinkerton's as a water-front guard; and when he asked Jamison the reason for such action, Jamison stated that Johnson was writing a letter giving his reasons for the requested discharge. Under date of March 31, 1948, Johnson wrote Pinkerton's demanding Stenhouse's immediate discharge because he was delinquent in his dues.⁶ Pursuant to Johnson's demand, Stenhouse was laid off on March 31, and has not worked for Pinkerton's since that date.

Under date of July 7, Johnson addressed a letter "To All Pinkerton's Guards" reading, in part, as follows:

In order to dispel some of the confusion among the membership I am writing each member regarding the following:

⁶Stenhouse joined Local 34 in or about August 1946 and ceased paying dues to that organization or to the Organizing Committee sometime prior to February 1948.

(1) The coastwide agreement between ILWU-CIO and the Pinkerton's Agency has been extended to June 15, 1949 by mutual agreement between the Company and the Union, and all of its terms and conditions are in effect and full force until that date. Anyone who tells you any different is just a plain bar and is only doing so to break down your union—the union that raised your wages \$4.00 a day in two years.

On July 19, Stenhouse went to Camden's office and requested a job as a water-front guard. After some discussion regarding whether under the Act, Pinkerton's refusal to give Stenhouse employment would be a violation of the Act, Camden requested Stenhouse to telephone him later in the day. Pursuant, to Camden's request, Stenhouse telephoned him about 4'o'clock that afternoon, and Camden told Stenhouse, to quote Camden's testimony, "We will put you back to work. Hold yourself available for an assignment on Monday."

Not hearing from the dispatcher as to any assignment, for it was the normal practice for the dispatcher to telephone the guards with respect to their assignments unless the guard was on a permanent assignment, Stenhouse telephoned the dispatcher the following day, July 20, and was informed that he knew of no assignment for him.

On July 21, Stenhouse telephoned Camden to inquire why he did not receive the promised assignment. Camden, according to Stenhouse's testimony,

⁷Evidently Camden was in error with respect to the day of the week, for July 19, was a Monday.

which the undersigned finds to be substantially in accord with the facts, said "It's my fault, Mr. Stenhouse. I failed to tell them. You will get your four days' pay anyhow, and your five days for the following week." Stenhouse received the promised 4 days' pay on July 23, but was not paid for the following week. This was the last pay received by Stenhouse from Pinkerton's.

According to Stenhouse on Monday, July 26, he went to Pinkerton's and there saw the Captain of the Guards and that the following then ensued:

A. Captain Girard asked me if I had seen Mr. Camden. I says, "no". He says, "He wants to see you." So, we both walked in the office together. Mr. Camden, after we got sit down, he said, "I just wanted to explain to you, Stenhouse, what the situation is. They are going to walk off the job if you walk on." "Well," I said, "if I was as selfish as they are—they don't care whether I work or not, and I got four children to feed, I shouldn't care whether they work or not. So if you lose your contract with the A.P.L., they would naturally lose their jobs." So, he says, "Well, I will tell you before we go any further with this, I would like to talk to Mr. Kilpatrick," who is some kind of a head man at the APL.

Q. Would you explain what you mean by the APL?

A. American President Lines. Steamship lines. Steamship. I asked him how long it would take him to do this. He said, "Wednesday or not later than Thursday." I said, "Okay". * * *

Camden's version of the July 27 meeting is as follows:

A. * * * On the Friday of that week, he came into the office, and I told him there had been no assignments. At that time Mr. Stenhouse was president of an independent guard and watchmen's union. Later he had discussed his connection with that organization with me and had advised me that he was attempting to cause our guards to become members of that organization; that he had also conferred with the representatives of the Waterfront Employers' Association. Prior to that time they had made a statement that in negotiating contracts for waterfront guards in the future, they would not employ either AFL or CIO guards; that it would have to be some guard organization that complied with the terms of the Taft-Hartley Act. On this Friday, when Mr. Stenhouse came in, I said to him, "It is evident now that there will be a waterfront strike September 2nd. That is a foregone conclusion, and no one knows what the outcome of this will be. In any event, it will iron out the situation of waterfront guards. Because of your connection, as President of this independent organization, it seems to me that it would be best for all concerned that we did not attempt to use you any further", and Mr. Stenhouse agreed with that, and from that day until this, there has never been any question about employment with us for him.

Stenhouse appeared to the undersigned to be a forthright and honest witness. On the other hand, Camden gave the undersigned the impression that

he was withholding the true facts through fear that he may say something that might be detrimental to the case of the Respondent Unions. While being examined by the General Counsel, Camden repeatedly looked inquiringly at Johnson, who sat at the table next to the counsel for the Respondent Unions, before answering the questions propounded to him by the General Counsel. In fact, on one occasion the undersigned had to request Camden to look away from Johnson and to look at Mr. Magor, the representative of the General Counsel, who was then questioning him. While the undersigned did not see any evidence of any improper conduct on Johnson's part, nor does the undersigned believe that Johnson or counsel for any of the Respondents did anything improper, nonetheless the undersigned finds that Camden was not a straightforward witness. Accordingly, the undersigned finds that Stenhouse's version of what transpired at the July 26 meeting to be substantially in accord with the facts.

During the first week of August, the Organizing Committee called a strike of its water-front guards. On August 7, the following agreement was entered into:

Return to Work Agreement

In meeting held today, August 7, 1948 under the auspices of the Federal Mediation and Conciliation Service, the International Longshoremen's and Warehousemen's Union on behalf of ILWU Contract Guard's and Patrolmen hereafter referred to as the Union and the Pinkerton's National Detective Agency hereinafter referred to as the employer who

are parties to the labor agreement dated August 1, 1946 as renewed on June 15, 1947 and June 15, 1948 due hereby agree as follows:

1. Preference of employment shall be given to members of the Union who are available, willing and able to work.

2. When new men are employed they will be notified that there is a labor agreement existing between the Employer and the Union.

3. The Union will be furnished each day a list containing the names, addresses and telephone number of all new employees.

4. When an employer is discharged or suspended the Employer shall within twenty-four hours following such discharge furnish the Union with a complete statement setting forth in detail the reasons for the discharge or suspension.

5. Section 10 of the labor agreement "vacations" sets forth all of the qualifications for vacation pay and no other qualifications shall be added.

6. Representatives of the Employer and the Union will meet within the next seven days to revise the current registration list.

7. Preference of employment on steady jobs shall be given according to seniority to men on the registration list.

8. There shall be no discrimination or reprisal by the Employer against any employee in this dispute.

Signed in San Francisco, California, this seventh day of August, 1948.

Pinkerton's National Detective Agency, Inc.
International Longshoremen's and Ware-
housemen's Union

About 9 o'clock on the night of August 7, a substitute dispatcher telephoned John T. Conner, one of the complainants herein who had worked continuously for Pinkerton's as a water-front guard since his employment by it on September 23, 1946, and who had joined Local 34 about 15 days after being first employed, and told Conners that he was not to report to his regular assignment.

On the following morning, August 8, Conners telephoned, O'Neal the regular dispatcher, and according to Conners' undenied and credible testimony the following conversation was had:

A. I said, "Mr. O'Neal," I said, "What is the score?" "Well," he said, "We got a list of names here that Mike Johnson brought up to us, and your name is on the list of non-payment of dues. So, we can't do anything about it." "Well," I says, "It's funny, can't you see somebody or something," and he said, "I'll try to get ahold of Captain Gerard and Mr. Camden and phone you back." And that's the last I heard of it.

On August 9, Conners, accompanied by Stenhouse, went to Camden's office and informed Camden that he had had a steady job on the S. S. Marine Lynx but that someone had "pulled" his card and hence he was taken off the job by the dispatcher. After making some inquiries, Camden told Conners to see the Captain of the Guards about the matter. Conners did as requested and was told by the Captain

of the Guards that he could not work for Pinkerton's because his name was on the list presented by Johnson to Pinkerton's of those members of the Organizing Committee who were delinquent in their dues.⁸

On August 10, a substitute dispatcher telephoned Conners and told him to report for work the next night at a certain pier on the "graveyard" shift. The following morning, Conners telephoned Camden and asked him whether he should carry a gun on the assigned job because of the dangerous location of the job plus the fact that he was not a paid-up member in the Organizing Committee. Conners added that he thought his life would be in jeopardy and therefore thought it advisable to arm himself. Camden told Conners not to carry a gun to work. Later in the day, Camden informed Conners that he should not report to the assignment.

On September 16, Dispatcher O'Neal telephoned Conners and assigned him to a job. Conners told O'Neal that he did not have a paid-up dues book and inquired whether the Organizing Committee would give him a clearance. O'Neal replied that that matter had been arranged for and that Conners should see Johnson and obtain a clearance from him.

That afternoon, September 16, Conners accompanied by Walter J. Slater, another complainant herein, called upon Johnson, whose offices were located in the rear of a restaurant and tavern. According to the credible and undenied testimony of

⁸ Conners ceased paying dues to Local 34 or to the Organizing Committee in May 1948.

Conners, whose testimony regarding this incident is substantially corroborated by that of Slater, the following transpired in Johnson's office.

Q. (By Mr. Magor): What did you have to say to Mike Johnson when you saw him at that time?

A. Well, we said, we mentioned that we come down there for a clearance. The first words he says "Well," he says, "You got a hell of a crust coming down here."

Q. What did you say to that?

A. Well, I says, "A man's got to live," I said, "work," I says. "Well," he says, "I don't know. You guys got jurisdiction." He says, "You fellows taking—going down there on the waterfront," he says, "with all the marine cooks, radio men, marine firemen, marine engineers, longshoremen,"—he says—he says, "I am not responsible for what happens down there."⁹ And he says—he said, "I don't know if I will give you fellows a clearance or not." And then he stayed there for a while, about five minutes, and then he said, "I am going out to make a phone call." So, he went out and made a phone call, I guess he did, I don't know, and pretty soon, about

⁹At that time there was a general water-front strike on the West Coast and no one was allowed to pass through the picket line in order to work without first obtaining a clearance from a committee composed of representatives of the striking unions. Several affiliates of the International, among others, were on strike. Before any water-front guard was permitted to pass through the picket line he would have to secure a clearance from Johnson or some other authorized representative of the Organizing Committee.

five minutes after, a fellow named—I don't know his last name—worked for the Pinkerton's Agency, they called him "Frenchy" is his first name—he came in and says "What the hell you guys doing here?" And I says, "Is it any of your business what I am doing here?" I said, "I am doing business with Mike Johnson." "Well," he says, "I am on the committee." I says, "I don't know anything about that," I says, "That's all." Then he went out and that's all the further we—and we sat there and that was all.

* * * * *

Q. (By Mr. Magor): Did Mike Johnson ever come back?

A. No. We sat there for forty-five minutes. At different times I went through the hallway, and Mike Johnson was sitting in the saloon there.

* * * * *

Q. Did you see Mike Johnson as you left?

A. I saw him sitting in the—on the stool in the saloon as we left.

Q. Did he say anything to you?

A. No sir.

The following day, September 16, Connors saw the Captain of the Guards, O'Neal, and another dispatcher regarding a work assignment. While they were discussing the matter, Johnson called on the telephone. According to the undenied and credible testimony of Connors the following then ensued:

* * * O'Neal went to the phone and answered, and Mike Johnson had rang up. He says, "Where are them guys that wanted that clearance, to come down

here. They going to come down here or not?" I says, "O'Neal, you go back and ask Mike Johnson if a man has to have his book paid up—full book paid up?" He said—I could hear it as well as I know my own name, he says, "Certainly," over the phone.

Q. Did Mr. O'Neal come back after that conversation?

A. Yes sir.

Q. What did Mr. O'Neal say?

A. He told Captain Gerard and Mr. Baxter the same thing as he told me, but I heard it myself.

Q. What did he say?

A. He says, "Certainly you have to have the dues in the book paid up," and Captain Gerard says, "That's news to me."

Q. Did they offer you any assignment at that time?

A. No sir. I says, "Captain, what are we going to do with the situation. I can't afford to lay around here." "Well," he says, "I don't know what to do about it," he says. "I will let you know later." I said, "Well, you going to give me a ring or assignment, or what you going to do about it?" He says, "Well, I will let you know later." That was all.

On October 7, a dispatcher, by telephone, offered Connors a 2-day assignment guarding an industrial building. Connors refused the assignment because it would not only interfere with his acceptance of another job which he had just secured and to which he was to report on the second day of the proffered assignment by the dispatcher but also for the reason

that the proffered assignment was not substantially equivalent to the position which he held with Pinkerton's plus the fact that industrial work paid 30 cents per hour less than what Connors received for water-front work.

According to the credited testimony of Walter J. Slater, he was first employed by Pinkerton's about October 1, 1946; he joined Local 34 about 15 days later; he did not pay any dues to the Organizing Committee or to Local 34 after May 1948; except for a period of about 1 month when he was assigned to industrial work, he worked exclusively for Pinkerton's as a water-front guard.

Slater testified without contradiction, and the undersigned finds, that sometime between July 20 and 25, Johnson called him on the telephone and said "unless you get over here and pay some dues, you are not going to work"; that he replied, "Who the hell do you think you are?"; and that Johnson then said "If you don't get over here and pay some dues, I'll show you. Now, I'll give you until Thursday to get over here and pay them dues, or you don't work."

The same day that the above-related telephone call took place or the following day, Slater related the Johnson telephone conversation to O'Neal, who merely said, "I have no comment at this time."

Upon completion of his day's work on August 6, Slater telephoned O'Neal regarding his next assignment. O'Neal instead of giving Slater an assignment, said, to quote Slater's credible and undenied testimony, "Don't you know that we have got a

strike on here on account of you fellows?" O'Neal then informed Slater that he would communicate with him later.

On August 7, Dispatcher Jamison asked Slater to take a 1-day industrial assignment as a special favor to him which Slater did. The following day, August 8, Slater telephoned O'Neal to ascertain when he would receive his next water-front assignment. O'Neal replied "Until this strike¹⁰ is settled, we cannot give you any information."

Around the middle of August, Slater was assigned to a water-front job. Upon being advised of the assignment, Slater spoke to Camden on the telephone and asked him, to quote Slater's credible and undenied testimony, "if he [Camden] thought it would be advisable for me to take the assignment at Pier 41, when conditions were as they were, and he says, "No, Slater. I don't think it would be advisable. I thank you for calling me, and I will have you released from this assignment, and I will call you back later and talk to you.' "

In the latter part of August or early in September when the dispatcher assigned Slater to his next assignment, he asked the dispatcher whether he thought he should accept the assignment without a clearance from Johnson. The dispatcher then suggested that he and Connors see Johnson and obtain clearances to go through the picket lines of the striking water-front employees. Slater and Connors

¹⁰This strike was called by the Organizing Committee and was settled pursuant to the "Return to Work Agreement" set out at length above.

saw Johnson, and the results of their efforts to obtain clearances are fully set forth above. Johnson did not give the clearances and Slater has not worked for Pinkerton's since August 7. Slater, however, was offered industrial work, which he declined because it was less desirable than water-front work and it paid 30 cents per hour less.

According to the credited testimony of Walter L. Holmes, one of the complainants herein, he was first employed by Pinkerton's on June 13, 1946, as a water-front guard; he joined Local 34 about a month after the commencement of his employment; he ceased paying dues to the Organizing Committee or to Local 34 after June 1, 1948; he normally worked as a water-front guard during his entire employment with Pinkerton's.

Holmes testified without contradiction and the undersigned finds, that for approximately 6 months prior to August 7, he worked steadily as a guard on the S. S. Marine Lynx; that after finishing his day's work on August 7, he telephoned the dispatcher about his next assignment; and that the dispatcher said, "I am sorry, Holmes, but you can't go to work tomorrow, * * * Michael Johnson just handed us a list of men that can't go to work, and your name is on the list."

On August 9, Holmes sent Johnson a letter enclosing his dues book and a postal money order for \$5 in payment of his July and August 1948 dues. A few days later, the letter and money order was returned to Holmes but not the dues book.

On the same day that he sent the letter and enclosures to Johnson, Holmes informed the dispatcher of that fact and asked for an assignment. The dispatcher replied, to quote Holmes' undenied and credible testimony, "No, we can't do that. Not until we get an O.K. or something similar to that from Michael Johnson."

Upon the return of the letter he had sent to Johnson, Holmes went to Pinkerton's and showed the returned letter and money order to Dispatcher Baxter. After inquiring from Holmes whether Holmes had seen Johnson about the matter, and receiving a negative reply, Baxter offered Holmes a part-time industrial job. Holmes refused to accept the assignment because it was less desirable and paid 30 cents per hour less than a water-front job.

Holmes received some few water-front assignments during August. These, however, were terminated on August 28. Thereafter, since Pinkerton's refusal to give Holmes any further water-front assignments. However, he requested and received some industrial assignments. These assignments were too objectionable to Holmes because of their long hours, their uncertainty, and their low wages. On November 15, when it became apparent to Holmes, because of the union-shop clause in the contract between Pinkerton's and the Organizing Committee, that he could not work as a water-front guard for Pinkerton's unless he was a member in good standing in the Organizing Committee, he returned to Pinkerton's his equipment.

2. The concluding findings

Since August 1, 1946, Pinkerton's has recognized Local 34 and, after the sequestration by the latter of the Pinkerton's water-front guards and patrolmen, it recognized the Organizing Committee as the exclusive collective bargaining representative of all its water-front guards and patrolmen.

The contract which was entered into on August 1, 1946, provides for a union shop on a 15-day basis and for a maintenance-of-membership. There is no contention that the contract was not valid when made, nor that the renewal thereof on June 15, 1947, was violative of any then existing legislation.

The issue involved herein turns on the questions whether, as a condition of continuous employment by Pinkerton's, (1) all its water-front guards and patrolmen hired after June 15, 1948, were required to become members of either Local 34 or the Organizing Committee, despite the 1947 amendments to the Act and (2) whether the said classified employees, once having taken out membership in either union, before or after said date, were required to maintain such membership in good standing.

Both of these questions must be resolved in the negative. The Congress in 1947, amended the Wagner Act so as to provide that no union-shop clause may validly be included in a collective bargaining contract unless and until a union security authorization election was held by the Board. No such election was held and none was requested. As the union-shop clause does not satisfy the conditions laid down

in the proviso of Section 8 (a) (3) of the Act,¹¹ the union-shop provision is therefore illegal, despite the automatic renewal in the contract.¹² Even if no action had been taken pursuant to that clause, the mere existence of such a provision acts as a restraint upon those desiring to refrain from union activities and membership, within the meaning of Section 7 of the Act. In the present proceeding affirmative action actually was taken by Pinkerton's and the Organizing Committee with respect to that clause and hence it must be found that Pinkerton's and the Organizing Committee were in accord in denying employment to Stenhouse on and after July 23, 1948, and in discharging Connors, Holmes, and Slater because each of them refused to remain members in good standing in the Organizing Committee.

Counsel for Pinkerton's and for the Organizing

¹¹This proviso provides:

* * * nothing in this Act, or in any other statute of the United States, shall preclude an employer from making an agreement with a labor organization * * * to require as a condition of employment membership therein on or after the thirtieth day following the beginning of such employment or the effective date of such agreement, whichever is the later, * * * (ii) if, following the most recent election held as provided in section 9 (e) the Board shall have certified that at least a majority of the employees eligible to vote in such election have voted to authorize such labor organization to make such an agreement. * * * (Emphasis supplied.)

¹² See Section 102 of the Act.

Committee contended at the hearing and in their respective briefs that the union-shop provision in the contract played no part in Pinkerton's determination not to give Stenhouse employment on and after July 23, 1948, and its refusal to assign to water-front jobs to Conners and Slater after August 7, 1948, and to Holmes after August 28, 1948, but maintained that such employment was refused to the four complainants, among other reasons, due to lack of work. These contentions are not supported by the record.

After a strike had been called by Johnson and in order to settle the strike Pinkerton's, on August 7, 1948, entered into the "Return to Work Agreement" which is set out at length above. That agreement is clearly repugnant to the Act and it was known by Pinkerton's to be so because at a meeting held prior to August 7, Pinkerton's attorneys stated to the representatives of the Organizing Committee that the union-shop provision of the 1946 agreement could no longer be enforced because of 1947 amendments to the Act. Furthermore, within a few days after the execution of the "Return to Work Agreement," Camden informed Johnson that the agreement was violative of the Act and therefore Pinkerton's could not, with impunity, carry out its terms.

The credible evidence clearly shows, moreover, as Pinkerton's counsel concedes in his brief, that Conners, Slater, and Holmes were removed from their respective jobs pursuant to an understanding reached at the time the "Return to Work Agree-

ment" was executed. Regarding this understanding, Camden testified, and the undersigned credits this position of Camden's testimony, as follows:

Q. On or about August 7, did you order that Mr. Conners, Mr. Slater, and Mr. Holmes be removed from employment on Marine Lynx? Did you ask that they be taken off the job? Did you give instructions that they be taken off the job.

A. I don't think that I specifically instructed that they be taken off, but it was definitely understood and I knew that they were to be taken off through our Patrol Superintendent at that time.

Trial Examiner Myers: It was understood between whom?

Mr. Magor: Between whom?

The Witness: Between myself and the Patrol Superintendent.

Trial Examiner Myers: What do you mean "understood"?

The Witness: Well, he was present at the time this return to work agreement was signed, and it was understood there and agreed that these men would be taken off the registered list.

Trial Examiner Myers: Understood and agreed between whom?

The Witness: Our Patrol Superintendent and myself, and Mr. Johnson was also present.

Admittedly, Conners, Slater, and Holmes were selected for lay-off because they were delinquent in dues to the Organizing Committee. Pinkerton's points to the fact that after Camden explained to Johnson, a few days after the execution of the

August 7 agreement, the illegality of the agreement and requested permission to reinstate Conners, Slater, and Holmes, Johnson said "Send [them] back to work" and thereafter the three above-named persons were offered employment by Pinkerton's. The credible evidence clearly shows, however, that Conners and Slater were not assigned to water-front work after August 7 and if any assignment to water-front jobs were made and refused by them, or either of them, such refusals were with the approval or suggestion of Camden. As for Holmes, it is true that he did receive some water-front assignments up to and including August 28, 1948, but since that date he has not been assigned to any such work.

Pinkerton's further contended that Conners, Slater, and Holmes would not have been assigned to water-front work during the course of the West Coast maritime strike, which commenced on September 2, 1948, because of a lessened need for guards on the water front. Pinkerton's records show, however, that a guard named Crank was dispatched by Pinkerton's to water-front work on August 14, 1948, and at the time of the hearing still was being dispatched to such work. Crank is listed on the seniority list, which list was prepared jointly by Pinkerton's and the Organizing Committee pursuant to the August 1, 1946, contract for the purpose of dispatching guards in order of their seniority, in position No. 123; while Holmes occupied position No. 56; Conners No. 89; and Slater No. 92. Thus, Pinkerton's own records refute its defense that Conners, Slater, and Holmes would not have

been assigned to water-front work during the course of the West Coast maritime strike, for each of them had more seniority than did Crank.

With respect to Stenhouse, the record clearly indicates, and the undersigned finds, that he was considered a Pinkerton's employee and paid by it until July 23, 1948, and that since that date he has not been assigned to any job by Pinkerton's. Its contention that at the time Stenhouse received his last pay check in the latter part of July, he agreed, because of "existing conditions" not to continue in Pinkerton's employ is without merit. No such agreement was made by Stenhouse. Besides, the "existing conditions" referred to by Camden in his conversation with Stenhouse on July 26, clearly meant the enforcement of the union-shop provision demanded by Johnson and not to the threatened coast-wide maritime strike which strike Camden testified he was referring to when he said "existing conditions." This finding is buttressed by the credible testimony of Stenhouse, who testified that Camden opened the meeting of July 26, by stating, "I just wanted to explain to you, Stenhouse, what the situation is. They are going to walk off the job if you walk on." The "they" referred to by Camden in the above quote, the record shows, referred to the members of the Organizing Committee and to no one else.

The credible evidence, coupled with the admission by counsel for Pinkerton's, clearly indicates that Conners, Slater, and Holmes were relieved of their respective assignments on August 7, 1948, upon the demand of the Organizing Committee. The strike in

August 1948, was called by Johnson and it was not called off until Pinkerton's agreed to do the bidding of the Organizing Committee and lay off the three-named persons. It thus follows that the "Return to Work Agreement" was entered into in order to escape the penalties that were implicit in the implied threat of the Organizing Committee. In other words, Pinkerton's entered into the 1948 agreement because it feared that by refusing to do so it would be visited with economic loss. As in the case of Stenhouse, Pinkerton's refused to assign him to any job for fear that to do so, the Organizing Committee would call a strike. The choice selected by Pinkerton's was without the pale of the law. Between the penalties attached to a disregard of the obligation imposed by the Act and the economic hardships that might develop from the threat of the Organizing Committee, Pinkerton's elected to bow to the latter and accept the former. Pinkerton's must therefore be directed to reverse its position to conform to the requirements of the law.

Pinkerton's and the Organizing Committee also contended at the hearing and in their respective briefs, that Holmes voluntarily quit on November 15, 1948. They point to the fact that he turned in his equipment that day with the announcement that he was quitting his job. It is uncontradicted that after August 7, Holmes was assigned to water-front work for a short period of time and his last assignment to such work was on August 28. After that date, Holmes was assigned, from time to time, to industrial work at less pay while Crank, an em-

ployee with less seniority, was assigned to the water front. Assignment of Holmes to industrial work, at a lower rate of pay than water-front work, is not substantially equivalent employment, within the meaning of the Act. The undersigned is of the opinion, and finds, that Holmes was discriminated against because of his failure to remain a member in good standing in the Organizing Committee, and thus was not assigned to water-front work, and that on November 15, 1948, he was constructively discharged by Pinkerton's and the Organizing Committee through their joint action.

Upon the entire record in the case, as epitomized above, the undersigned is convinced, and finds, that Conners and Slater were laid off on August 7, 1948, and thereafter refused water-front assignments because each of them was delinquent in their dues; that Holmes, for the same reason, was refused water-front assignments after August 28, 1948; that, for the same reason, Stenhouse was refused employment after July 23, 1948; that the Organizing Committee insisted that the four complainants be laid off and/or refused water-front assignments; and that neither Pinkerton's nor the Organizing Committee was protected in such activities by the union-shop provision of the August 1, 1946, contract or by the provisions of the "Return to Work Agreement" of August 7, 1948, under the proviso in Section 8 (a) (3) of the Act. The undersigned further finds that by such acts and by the other activities of Pinkerton's and the Organizing Committee, as summarized above, (1) Pinkerton's has discriminated

as to the hire and tenure of employment and as to the terms or conditions of employment of Stenhouse, Connors, Slater, and Holmes in order to encourage membership in the Organizing Committee, thereby interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8 (a) (1) and (3) thereof; and (2) the Organizing Committee has caused Pinkerton's an employer, to discriminate against the four-named complainants herein in violation of Section 8 (a) (3) of the Act, thereby restraining and coercing the employees of Pinkerton's in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8 (b) (2) and 8 (b) (1) (A) thereof. The undersigned also finds that by Johnson's threats to the Pinkerton's employees, after June 15, 1948, that if they did not remain members in good standing in the Organizing Committee and pay dues to it, they would lose their jobs with Pinkerton's, the Organizing Committee violated Section 8 (b) (1) (A) of the Act.

3. The liability of the International for the unfair labor practices

The amended complaint alleged that the International and the Organizing Committee are jointly responsible for the unfair labor practices alleged. The latter organization is an affiliate of the former. Obviously, an international union cannot be charged ipso facto with violating the Act because one of its affiliates may have committed an unfair labor practice without some showing of participation therein

by the parent organization. The facts found under Section 1 and 2 above, show that the original agreement of August 1946, was executed by Johnson as an official of the International and that he executed the agreement as an official of the International on behalf of certain named affiliates. At the hearing and in his brief, the General Counsel, in support of his contention that the International should be found to have participated in the unfair labor practices found to have been committed by the Organizing Committee and hence a finding that the International violated the Act should be made, points to: (1) that Conners, on June 14, 1948, paid his dues to Johnson and received a receipt on the letterhead of the International and signed by Johnson as financial secretary; (2) that the letter addressed "To All Pinkerton's Employees," dated July 7, 1948, which letter is set out, in part, above was signed "Johnson Organizer"; that the "Return to Work Agreement" of August 7, 1948, was entered into by the International "on behalf of I.L.W.U. Contract Guards and Patrolmen" and Johnson was one of signatories thereto; and that Camden testified that all dealings with respect to the labor contracts covering Pinkerton's water-front guards and patrolmen were with "the same representatives of the Union that we started out with."

However, according to the credible and undenied testimony of Germain Bulcke, Bulcke succeeded Johnson as second vice president of the International on June 24, 1947; that thereafter and until about January 26, 1948, Johnson was an interna-

tional representative of the International; and that on the latter date Johnson ceased all official connection with the International and became an employee of the Organizing Committee. Since it has been found that no unfair labor practices had been committed prior to June 15, 1948, at which time Johnson was no longer an officer, representative, or an employee of the International, but was in the employ of the Organizing Committee, it follows that the International cannot be held responsible for the unfair labor practices committed by Johnson and the Organizing Committee and the undersigned so finds. The undersigned further finds that the evidence is insufficient to base a finding that the International violated the Act by the acts and statements of Johnson and the Organizing Committee, as found above, nor does the evidence show that the International participated in the unfair labor practices found herein to have been committed by the Organizing Committee. Accordingly, the undersigned will recommend that the allegations of the complaint with respect to the International be dismissed.

IV. The effect of the unfair labor practices upon commerce

The activities of Pinkerton's and the Organizing Committee set forth in Section III above, occurring in connection with the business operations of Pinkerton's, set forth in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and foreign countries, and such of them as have been found to be unfair labor practices tend to lead, and

have lead, to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The remedy

Having found that Pinkerton's and the Organizing Committee have engaged in unfair labor practices, the undersigned will recommend that they, and each of them, cease and desist therefrom and take the following affirmative action which the undersigned finds will effectuate the policies of the Act.

Since it has been found that the Organizing Committee induced Pinkerton's, (1) to discriminatorily refuse employment to Thomas W. Stenhouse on and after July 23, 1948, because he failed and refused to maintain membership in good standing in the Organizing Committee, (2) to discriminatorily discharge John T. Connors and Walter J. Slater on August 7, 1948, because each of them failed and refused to maintain membership in good standing in the Organizing Committee, and (3) to discriminatorily refuse water-front assignments to Charles O. Holmes on and after August 7, 1948, except on a few occasions between August 7 and 28, 1948, and constructively discharged Holmes on November 15, 1948, because he failed and refused to maintain membership in good standing in the Organizing Committee, the undersigned will recommend that Pinkerton's offer to Stenhouse immediate employment as a water-front guard, to which position he would have been assigned had he not been discrim-

inated against by Pinkerton's and the Organizing Committee, and to offer immediate and full reinstatement to Conners, Slater, and Holmes to their former or substantially equivalent positions¹³ without prejudice to the seniority and other rights and privileges which the four complainants herein would have enjoyed had they not been discriminated against.

Since it has been found that by such discrimination, the Organizing Committee violated Section 8(b)(2) of the Act and Pinkerton's violated Section 8(a)(3) thereof, the undersigned will recommend that Pinkerton's and the Organizing Committee, jointly or severally, (1) make Stenhouse whole for any loss of pay he may have suffered by reason of such discrimination, by payment to him of a sum of money equal to the amount he normally would have earned as wages during the period from July 23, 1948, to the date of Pinkerton's offer of employment, less his net earnings,¹⁴ during said period; (2) make Conners, Slater, and Holmes whole for any loss of pay they may have suffered by reason of such discrimination, by payment to each of them of a sum of money equal to the amount he normally would have earned as wages during the period from August 7, 1948, to the date of Pinkerton's offer of

¹³ See Matter of Chase National Bank, etc., 65 N.L.R.B. 827.

¹⁴ See Matter of Crossett Lumber Company, 8 N.L.R.B. 440; Republic Steel Company v. N.L.R.B., 311 U.S. 7.

reinstatement, less his net earnings during said period.¹⁵

Since it has been found that the evidence does not support the allegations of the complaint that the International committed unfair labor practices, the undersigned will recommend that the allegations of the complaint with respect to the International be dismissed.

On the basis of the foregoing findings of fact and upon the entire record in the case, the undersigned makes the following:

CONCLUSIONS OF LAW

1. Pinkerton's National Detective Agency, Inc., is engaged in commerce, within the meaning of Section 2 (6) and (7) of the Act.

2. International Longshoremen's and Warehousemen's Union, affiliated with the Congress of

¹⁵Section 10 (c) of the Act provides that "back pay may be required of the employer or labor organization, as the case may be, responsible for the discrimination. * * *" While it is true that the unlawful pressure exerted by the Organizing Committee on Pinkerton's caused the latter to discriminate against the four complainants herein, there can be no question that Pinkerton's must bear the primary responsibility for the overt, discriminatory act, because, as employer, it alone had the power and authority to put it into effect. Pinkerton's, however, would not have committed the discriminatory act had it not been for the pressure exerted upon it by the Organizing Committee. Under the circumstances, both Pinkerton's and the Organizing Committee are responsible and should be jointly and severally liable for whatever back pay due the four complainants.

Industrial Organizations, and Contract Guard's and Patrolmen's Organizing Committee, affiliated with the International Longshoremen's and Warehousemen's Union, are labor organizations, within the meaning of Section 2 (5) of the Act.

3. By discriminating as to the hire and tenure of employment and as to the terms and conditions of employment of Thomas W. Stenhouse, John T. Conners, Walter J. Slater, and Charles O. Holmes, thereby encouraging membership in Contract Guard's and Patrolmen's Organizing Committee, Pinkerton's has engaged in, and is engaging in, unfair labor practices, within the meaning of Section 8(a)(3).

4. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, Pinkerton's has engaged in, and is engaging in, unfair labor practices, within the meaning of the Act.

5. By causing Pinkerton's to discriminate against four of its employees in violation of Section 8(a)(3) of the Act, thereby restraining and coercing the employees of Pinkerton's in the exercise of the rights guaranteed in Section 7 of the Act, Contract Guard's and Patrolmen's Organizing Committee, has violated Section 8(b)(2) and (b)(1)(A) of the Act.

6. By threatening, after June 15, 1948, the employees of Pinkerton's with loss of their jobs if they failed and refused to maintain membership in good standing in the Contract Guard's and Patrolmen's Organizing Committee, the Contract Guard's

and Patrolmen's Organizing Committee has violated Section 8(b)(1)(A) of the Act.

7. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

8. International Longshoremen's and Warehousemen's Union, affiliated with the Congress of Industrial Organizations, did not violate the Act as alleged in the complaint.

RECOMMENDATIONS

Upon the basis of the above findings of fact and conclusions of law, the undersigned recommends:

1. Pinkerton's National Detective Agency, Inc., San Francisco, California, its officers, agents, successors, and assigns, shall:

(a) Cease and desist from encouraging membership in the Contract Guard's and Patrolmen's Organizing Committee, affiliated with Longshoremen's and Warehousemen's Union, or in any other labor organization of its employees, by discriminating in regard to their hire or tenure of employment, or as to the terms and conditions of their employment, thereby interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act;

(b) Giving effect to the union-shop provisions contained in its contract with Contract Guard's and Patrolmen's Organizing Committee dated August 1, 1946, and in the "Return to Work Agreement" dated August 7, 1948, or to any extension, renewal, modification or supplement thereto, or to any super-

seding contract which might interfere with, restrain, or coerce its employees in the exercise of the rights guaranteed in Section 7 of the Act;

(c) Take the following affirmative action which the undersigned finds will effectuate the policies of the Act:

(1) Offer immediate employment as a water-front guard to Thomas W. Stenhouse without prejudice to whatever seniority and other right and privileges he may have acquired had he been employed by Pinkerton's on and after July 23, 1948;

(2) Offer to John T. Conners, Walter J. Slater, and Charles O. Holmes immediate and full reinstatement to their former or substantially equivalent positions without prejudice to their seniority and other rights and privileges in the manner set forth in "The remedy";

(3) Post in its offices in San Francisco, California, copies of the notice attached hereto and marked Appendix A. Copies of the notice to be furnished by the Regional Director for the Twentieth Region, after being duly signed by Pinkerton's representative, shall be posted by Pinkerton's immediately upon receipt thereof and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places including all places where notices to its water-front guards, patrolmen, and other employees are customarily posted. Reasonable steps shall be taken by Pinkerton's to insure that said notices are not altered, defaced, or covered by any other material;

(4) Notify the Regional Director for the Twen-

tieth Region in writing within twenty (20) days from the date of the receipt of this Intermediate Report, what steps Pinkerton's has taken to comply therewith.

2. Contract Guard's and Patrolmen's Organizing Committee, affiliated with International Longshoremen's and Warehousemen's Union, which in turn is affiliated with the Congress of Industrial Organizations, its officers, representatives, and agents shall:

(a) Cease and desist from causing or attempting to cause Pinkerton's National Detective Agency, Inc., or any other employer, to discriminate against its employees in violation of Section 8(a)(3) of the Act, thereby restraining and coercing said employees in the exercise of the rights guaranteed in Section 7 of the Act;

(b) Take the following affirmative action which the undersigned finds will effectuate the policies of the Act;

(1) Post at its offices in San Francisco, California, copies of the notice attached hereto and marked Appendix B. Copies of the notice to be furnished by the Regional Director for the Twentieth Region, after being duly signed by a duly authorized representative of the Organizing Committee, shall be posted by the Organizing Committee immediately upon receipt thereof and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to its water-front guards and patrolmen members are customarily posted. Reasonable steps shall be taken by the Organizing Committee to insure

that said notices are not altered, defaced, or covered by any other material. Post, or offer to post, similar signed copies of said notice in conspicuous places in the San Francisco, California, offices of Pinkerton's;

(2) Notify the Regional Director for the Twentieth Region in writing, within twenty (20) days from the date of the receipt of the Intermediate Report, what steps it has taken to comply therewith.

3. Pinkerton's National Detective Agency, Inc., its officers, agents, successors, and assigns and Guard's and Patrolmen's Organizing Committee, affiliated with the International Longshoremen's and Warehousemen's Union, its officers, representatives, and agents, jointly and severally make whole Thomas W. Stenhouse, John T. Conners, Walter J. Slater, and Charles O. Holmes for any loss of pay they may have suffered because of the discrimination against them, by payment to each of them of a sum of money in the manner set forth in "The remedy."

It is further recommended that unless on or before twenty (20) days from the receipt of this Intermediate Report, Pinkerton's and the Organizing Committee notified said Regional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring Pinkerton's and the Organizing Committee to take the action aforesaid.

It is further recommended that the complaint with respect to International Longshoremen's and

Warehousemen's Union be dismissed.

As provided in Section 203.46 of the Rules and Regulations of the National Labor Relations Board—Series 5, as amended August 18, 1948, any party may, within twenty (20) days from the date of service of the order transferring the case to the Board, pursuant to Section 203.45 of said Rules and Regulations, filed with the Board, Washington 25, D. C., an original and six copies of a statement in writing setting forth such exceptions to the Intermediate Report and Recommended Order or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and six copies of a brief in support thereof; and any party may, within the same period, file an original and six copies of a brief in support of the Intermediate Report and Recommended Order. Immediately upon the filing of such statement of exceptions and/or briefs, the party filing the same shall serve a copy thereof upon each of the other parties. Statements of exceptions and briefs shall designate by precise citation the portions of the record relied upon and shall be legibly printed or mimeographed, and if mimeographed shall be double spaced. Proof of service on the other parties of all papers filed with the Board shall be promptly made as required by Section 203.85. As further provided in said Section 203.46 should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten (10) days

from the date of service of the order transferring the case to the Board.

In the event no Statement of Exceptions is filed as provided by the aforesaid Rules and Regulations, the findings, conclusions, recommendations, and recommended order herein contained shall, as provided in Section 203.48 of said Rules and Regulations, be adopted by the Board and become its findings, conclusions, and order, and all objections thereto shall be deemed waived for all purposes.

Dated at Washington, D. C., this 18th day of May, 1949.

/s/ HOWARD MYERS,
Trial Examiner

APPENDIX A

Notice to All Employees Pursuant to the Recommendations of a Trial Examiner of the National Labor Relations Board and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that:

We Will Not *interfered* with, restrain, or coerce our employees in the exercise of their rights guaranteed in Section 7 of the Act, by discriminating in regard to their hire or tenure of employment, or any term or condition of employment, to encourage membership in any labor organization.

We Will Offer to John T. Conners, Walter J.

Slater, and Charles O. Holmes immediate and full reinstatement to their former or substantially equivalent positions without prejudice to any seniority or other rights and privileges previously enjoyed, and make them whole for any loss of pay suffered as a result of the discrimination.

We Will Offer immediate employment as a waterfront guard to Thomas W. Stenhouse and make him whole for any loss of pay as a result of the discrimination in refusing to hire him on and after July 23, 1948.

All our employees are free to become or remain members of any labor organization. We will not discriminate in regard to hire or tenure of employment or any term or condition of employment against any employee because of membership in or activity on behalf of any labor organization.

Pinkerton's National Detective Agency, Inc.
(Employer)

By (Representative)

Dated.....

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

APPENDIX B

To All Officers, Representatives, Agents, and Members of Contract Guard's and Patrolmen's Organizing Committee, Pursuant to the Recommendations of a Trial Examiner of the National Labor Relations Board and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify you that:

We Will Not cause, or attempt to cause, Pinkerton's National Detective Agency, Inc., or any other employer, to discriminate in any manner against its employees, in violation of Section 8(a)(3) of the aforesaid Act.

We Will Make Thomas W. Stenhouse, John T. Conners, Walter J. Slater, and Charles O. Holmes whole for any loss of pay suffered as a result of discrimination.

Contract Guard's and Patrolmen's Organizing Committee, affiliated with International Longshoremen's and Warehousemen's Union, which in turn is affiliated with Congress of Industrial Organizations.

By (Representative)

Date.....

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

Affidavits of Service by Mail attached.

[Title of Board and Cause.]

EXCEPTIONS OF PINKERTON'S NATIONAL
DETECTIVE AGENCY TO INTERMEDI-
ATE REPORT AND RECOMMENDED OR-
DER

Pinkerton's National Detective Agency sets forth its exceptions to the Intermediate Report and Recommended Order as follows:

1. The Intermediate Report erroneously recommends that Pinkerton's be held liable for back pay to Conners, Slater and Holmes from August 7, 1948 to the date of Pinkerton's offer of reinstatement, notwithstanding the uncontradicted testimony of Pinkerton's, the testimony of Conners, Slater and Holmes themselves, and the Trial Examiner's own findings (P. 15 1.5 that they were unconditionally offered employment by Pinkerton's on or about August 11, 1948.

An employer is not liable for back pay after an unconditional offer of employment if the job is refused, even if the employer thereupon offers to secure other work for the employee.

2. In view of the specific findings that the union demanded caused, and induced the employer to discriminate against the complainants, the Recommended Order that the employer and the union "jointly and severally make whole the complainants for any loss of pay suffered" is contrary to the statute (Sec. 10 C), which specifically provides that

only the union shall be liable where it is responsible for the discrimination.

ROTH AND BAHRS,
/s/ By GEORGE O. BAHRS,
Attorneys for Pinkerton's National
Detective Agency, Inc.

Received June 21, 1949. N.L.R.B.

[Title of Board and Cause.]

EXCEPTIONS TO INTERMEDIATE REPORT

Comes now Contract Guard's and Patrolmen's Organizing Committee, I.L.W.U., and, pursuant to the rules and regulations of the National Labor Relations Board, as amended, files this, its Exceptions to the Intermediate Report of the Trial Examiner entered in the above-entitled matter on the 18th day of May, 1949.

This respondent excepts to so much of the said Intermediate Report as is indicated below.

I.

Page 3, line 24, beginning with the words "Full opportunity" to page 3, line 27, ending with the words "all parties".

II.

Page 5, line 18, beginning with the words "The sections" to page 5, line 55, ending with the words "go to work".

III.

Page 6, line 9, beginning with the words "Some-time in December" to page 6, line 15, ending with the words "several renewals thereof."

IV.

Page 6, line 31, beginning with the words "Ac-cording to the credited testimony" to page 6, line 45, ending with the words "since that date."

V.

Page 6, line 46, beginning with the words "Under date of July 7" to page 7, line 5, ending with the words "in two years."

VI.

Page 7, line 6, beginning with the words "On July 19", to page 7, line 28, ending with the words "from Pinkerton's."

VII.

Page 8, line 27, beginning with the words "Sten-house appeared", to page 8, line 43, ending with the words "with the facts."

VIII.

Page 8, line 45, beginning with the words "Dur-ing the first week of August" to page 10, line 2, ending with the words "delinquent in their dues."

IX.

Page 12, line 25, beginning with the words "Slater testified" to page 12, line 43, ending with the words "with him later."

X.

Page 12, line 50, beginning with the words "Around the middle of August", to page 12, line 58, ending with the words "and talk to you."

XI.

Page 13, line 1, beginning with the words, "In the latter part of August" to page 13, line 11, ending with the words "30 cents per hour less."

XII.

Page 13, line 20, beginning with the words "Holmes testified" to page 13, line 26, ending with the words "your name is on the list."

XIII.

Page 13, line 48, beginning with the words "Holmes received" to page 13, line 58, ending with the word "equipment."

XIV.

Page 14, line 11, beginning with the words "The issue involved" to page 14, line 36, ending with the words "the Organizing Committee."

XV.

Page 14, line 45, specifically the words "These contentions are not supported by the record."

XVI.

Page 15, line 55, beginning with the words "The credible" to page 15, line 61, ending with the words "any such work."

XVII.

Page 16, line 1, beginning with the word "Pinkerton's" to page 16, line 15, ending with the word "Crank".

XVIII.

Page 16, line 17, beginning with the words "With respect to" to page 16, line 33, ending with the words "no one else."

XIX.

Page 16, line 35, beginning with the words "The credible evidence" to page 16, line 54, ending with the words "requirements of the law."

XX.

Page 16, line 55, beginning with the word "Pinkerton's" to page 17, line 8, ending with the words "joint action."

XXI.

Page 17, line 10, beginning with the words "Upon the entire record" to page 17, line 38, ending with the words "of the Act."

XXII.

Page 18, line 32, beginning with the words "The activities" to page 18, line 37, ending with the words "of commerce."

XXIII.

Page 18, line 41, beginning with the words "Having found" to page 18, line 59, ending with the words "Organizing Committee."

XXIV.

Page 18, line 62, the words "and the Organizing Committee."

XXV.

Page 19, line 7, beginning with the words "Since it has been found" to page 19, line 20, ending with the words "during said period."

XXVI.

Page 19, line 46, beginning with the words "Section 10 (c)" to page 19, line 59, ending with the words "the four complainants."

XXVII.

Page 20, line 13, beginning with the words "By causing Pinkerton's" to page 20, line 28, ending with the words "of the Act."

XXVIII.

Page 21, line 30, beginning with the words "Contract Guard's" to page 21, line 60, ending with the words "to comply therewith."

XXIX.

Page 21, line 63, beginning with the words "and Guard's" to page 21, line 65, ending with the words "and agents."

XXX.

Page 22, lines 5 and 6, the words "and the Organizing Committee."

Dated: June 24th, 1949.

GLADSTEIN, ANDERSEN, RESNER
& SAWYER,

/s/ By NORMAN LEONARD,
Attorneys for Contract Guard's and Patrolmen's
Organizing Committee, I.L.W.U.

United States of America
Before The National Labor Relations Board
Case No. 20-CA-120

In the Matter of
PINKERTON'S NATIONAL DETECTIVE
AGENCY, INC.,

and

THOMAS W. STENHOUSE, JOHN T. CON-
NERS, WALTER J. SLATER and CHARLES
O. HOLMES, individuals.

Case No. 20-CB-33

In the Matter of
CONTRACT GUARD'S AND PATROLMEN'S
ORGANIZING COMMITTEE, I.L.W.U., and
INTERNATIONAL LONGSHOREMEN'S &
WAREHOUSEMEN'S UNION, C.I.O.,

and

JOHN T. CONNERS, CHARLES O. HOLMES,
and WALTER J. SLATER, individuals.

DECISION AND ORDER

On May 18, 1949, Trial Examiner Howard Myers issued his Intermediate Report in the above-entitled proceeding, finding that the Respondents, Pinkerton's National Detective Agency, Inc., referred to herein as Pinkerton's, and Contract Guard's and Patrolmen's Organizing Committee, I.L.W.U., referred to herein as Organizing Committee, had en-

gaged in and were engaging in certain unfair labor practices, and recommending that they cease and desist therefrom, and take certain affirmative action. In his Intermediate Report the Trial Examiner also found that Respondent, International Longshoremen's and Warehousemen's Union, C.I.O., had not engaged in certain unfair labor practices, and recommended that the complaint with respect to it be dismissed. A copy of the Intermediate Report is attached hereto.¹ Thereafter, Respondents Pinkerton's and Organizing Committee filed exceptions to the Intermediate Report and supporting briefs. The Respondents' request for oral argument is hereby denied because the record, the exceptions and briefs, in our opinion, adequately present the issues and the positions of the parties.

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and briefs filed by the Respondents, and the entire record in the case and hereby adopts the Trial Examiner's findings of fact, except as corrected and amplified in this opinion, and his conclusions and recommenda-

¹ Pursuant to Sec. 203.33(b) of the National Labor Relations Board Rules and Regulations, Series 5 as amended, these cases were consolidated by order of the Regional Director for the Twentieth Region (San Francisco, California) on November 30, 1948.

tions not inconsistent with our conclusions and order, hereinafter set forth.²

1. The Trial Examiner found that the Organizing Committee induced Pinkerton's discriminatorily to refuse employment to Thomas W. Stenhouse on and after July 23, 1948, because he failed and refused to maintain membership in good standing in the Organizing Committee. Stenhouse was first discharged by Pinkerton's in March 1948, for failure to maintain membership in the Organizing Committee, under the union-security agreement between Pinkerton's and the Organizing Committee which was then valid. Camden, the manager of Pinkerton's San Francisco office, offered Stenhouse re-employment in July 1948, but never actually assigned him to work although he was given a few days' pay. There is no evidence in the record that the Organizing Committee ever knew of Camden's offer to re-employ Stenhouse, nor that it induced Camden specifically to refuse Stenhouse any work assignments. The complaint does not allege that the Organizing Committee was responsible for Stenhouse's discharge in July, at which time the union-security agreement was invalid, and we are not warranted

² Because no exceptions were taken to the Trial Examiner's findings that Respondent International Longshoremen's and Warehousemen's Union, C.I.O., was not responsible for the unfair labor practices committed by the Organizing Committee, and had not itself violated the Act by participating in those unfair labor practices, we shall accept his findings. In so doing, however, we do not pass on their correctness.

in going beyond the complaint to find, on the record as it exists, that the Organizing Committee violated Section 8(b)(2) by inducing Pinkerton's to discharge Stenhouse. We do, however, adopt the Trial Examiner's conclusion that Pinkerton's refused employment to Stenhouse after July 23, 1948, because of his failure to maintain good standing in the Organizing Committee.

2. We are in accord with the Trial Examiner that Conners and Slater were laid off on August 7, 1948, because each of them was delinquent in his dues to the Organizing Committee. We do not however agree that Conners and Slater were justified in refusing to accept the waterfront assignments offered them for the night of August 11. The record does not disclose why Conners and Slater both requested that they be permitted to carry guns on this particular assignment, although they had previously worked on the docks at night unarmed. If they were fearful of what they described as "existing conditions," presumably referring to their lack of good standing in the Union, they failed to make it clear that they considered themselves threatened with physical violence by anyone connected with the Union. We regard Camden's offer to relieve them of their assignments as a recognition on his part that they were unwilling to accept the jobs, and that Pinkerton's would therefore have to arrange for other guards to replace them.

We are not convinced that either Pinkerton's or the Organizing Committee discriminated against Conners or Slater during the period between Au-

gust 11 and September 16, 1948. We do not rely, however, in reaching this conclusion, on the conversation of August 9 or 10, between Camden and Johnson, business representative of the Organizing Committee, wherein Johnson told Camden "to send them back to work," referring to the guards who had been dismissed for nonpayment of dues. Neither party to this conversation advised the discharged guards that the policy of the Respondents was henceforward to be one of nondiscrimination. On the contrary, Camden, when he later spoke to Conners and Slater, rather than allaying their fears, as he might have done by reporting a change in Johnson's attitude, encouraged them in their refusals of the assignments for August 11, by agreeing that "existing conditions" were bad. But even this unexplained lack of frankness on Camden's part does not excuse Conners and Slater in turning down the offer of an assignment. We may not conjecture on whether or not Pinkerton's would have given them further waterfront assignments if they had accepted this first assignment following their dismissal. Their refusal, without adequate cause, of this assignment relieved Pinkerton's, for a time, of its obligation to continue to offer them assignments.

Pinkerton's again offered Conners and Slater waterfront assignments for September 16, 1948, but conditioned the offers on their obtaining clearances from Johnson of the Organizing Committee. The clearances were needed to pass them through the picket lines established by the International Longshoremen's and Warehousemen's Union and other

maritime unions then engaged in the general waterfront strike in the San Francisco Bay area, which lasted from September 2 into December 1948. It is clear from Johnson's behavior when Connors and Slater went to see him, and from his phone conversation the next day with a Pinkerton's supervisor, that Johnson was determined not to grant clearances to anyone who was not in good standing with the Organizing Committee, despite the fact that the Organizing Committee was not itself on strike. Whether this was a policy of Johnson in his capacity as a representative of the Organizing Committee, or as a representative pro tem of the joint strike committee, which had been set up by the striking unions, one of which was the Organizing Committee's parent body, the ILWU, is beside the point. The fact remains that Pinkerton's accepted the dictation of an outside party as to who could work for it on the waterfront, and the conditions under which they would be permitted to work. The imposition on Connors and Slater of the condition that they obtain a clearance from Johnson before they could be allowed to work was illegal. Pinkerton's discriminatory treatment of Connors and Slater did not end merely because it took the action it did from fear of the consequences that might result if it opposed the demand of the Organizing Committee to enforce its illegal union-security agreement. We find that Pinkerton's offer to Connors and Slater of waterfront assignments for September 16, if they could get clearances from Johnson, discriminated against them in a manner proscribed

by Section 8(a)(3), and that by Johnson's imposition of the requirement that dues be paid up before Connors and Slater could obtain clearances, the Organizing Committee violated Section 8(b)(2).

On October 4, 1948, Pinkerton's captain of the guards called Slater to offer him a job at a construction project which was scheduled to last from 6 months to a year, and would pay him a higher hourly rate than he had been receiving as a waterfront guard. Slater said he was working elsewhere, and would not accept the assignment. We find that this constituted refusal of an assignment which was at least the equivalent of those Slater had been receiving before August 1948. By turning it down, Slater indicated his intention to sever all his remaining connections with Pinkerton's. We shall not order Pinkerton's to offer reinstatement as a waterfront guard to Slater, nor require Pinkerton's or the Organizing Committee to make him whole for any loss of pay he may have suffered after October 4, 1948.

3. The Trial Examiner found that the Organizing Committee induced Pinkerton's discriminatorily to refuse waterfront assignments to Holmes on and after August 7, 1948, except on a few occasions between August 7 and August 28, and that Pinkerton's had constructively discharged him on November 15, because he had failed and refused to maintain membership in good standing in the Organizing Committee. We agree. In addition to the reasons stated by the Trial Examiner for his findings we also rely on the following facts to establish that the dis-

crimination against Holmes did not cease when Johnson of the Organizing Committee told Camden on August 9 or 10 to send the nondue-paying employees back to work:

(a) Under the Pacific Coast Working and Dispatching Rules which were incorporated into the Pinkerton's contract, Holmes was entitled as a matter of right to be reassigned to steady work on the SS Marine Lynx.³ But despite a shortage of guards, which we infer from the fact that Pinkerton's called Holmes back to work twice during his vacation, and despite Holmes' favorable position on the seniority register, he was neither given his regular assignment on the SS Marine Lynx, nor did Pinkerton's advise him that its discriminatory action had ceased, and that he would be given waterfront assignments as frequently as in the past.

(b) The seniority list jointly prepared by the Organizing Committee and Pinkerton's after the August strike of the Organizing Committee, is dated November 30, 1948, which was during the San Francisco general waterfront strike. It lists the names of 12 waterfront guards hired after September 2, 1948, the date the general waterfront strike began, and during a time when, Pinkerton's contends, employment opportunities for its waterfront guards had been sharply reduced. The hiring of new guards during this period was inconsistent with Pinkerton's contention that Holmes received no water-

³The rules provided that a guard dispatched to a ship when it first came into port was entitled to remain working there until the ship was moved.

front assignments after August 28 because there was no work available for him.

(c) Finally we rely, as an additional reason for our finding, on the statement made to Holmes by a Pinkerton dispatcher a month after he left Pinkerton's employ that he could have his waterfront job with Pinkerton's if he would "square" himself with the Union.

The Respondents contend that Holmes was not constructively discharged on August 7, because he accepted 4 waterfront assignments after that date and then voluntarily quit on November 15. However, we regard Pinkerton's action on August 7, in removing Holmes from his regular assignment on the SS Marine Lynx, and its stated reason for that action, as a notice, which cannot be disregarded, that Pinkerton's considered Holmes' normal employment relationship with it to have been terminated. Pinkerton's offer, and Holmes' acceptance, of further waterfront and industrial assignments did not restore Holmes to the status quo, to the position on the seniority register he had occupied. By accepting every assignment he was offered, Holmes, as distinguished from Conners and Slater, indicated that he wanted to resume his former status as a waterfront guard, without qualifications or conditions, and with the same expectation of continued regular employment that he had formerly enjoyed. Pinkerton's contention that Holmes received no waterfront assignments after the general waterfront strike began because there was no work available, is not persuasive. Pinkerton's admits that even

during the strike its detail of waterfront guards averaged 55 daily. Holmes was No. 56 on the seniority register in effect at that time. Despite the fact that there must have been some days when Pinkerton's hired more than 55 guards for waterfront duty, and that all the first 55 men on the register could not have worked every day during the strike, Holmes was never called. Furthermore, Pinkerton's found it necessary to hire 12 new guards during the strike, for waterfront assignments. Nor do we regard Holmes' decision on November 15 to sever all association with Pinkerton's as negating the validity of our conclusion that he had been constructively discharged. When he turned in his equipment on November 15, Holmes finally accepted the situation as it had existed from August 7, that he could not expect restoration to his former position unless he became a member in good standing of the Organizing Committee.

4. The Trial Examiner found that the Organizing Committee violated Section 8 (b) (1) (A) by causing Pinkerton's to discriminate against Stenhouse,⁴ Conners, Slater, and Holmes, and by threatening Pinkerton employees, after June 15, 1948, with loss of their jobs if they failed to maintain membership in the Organizing Committee.

Section 8(b)(1)(A) provides:

It shall be an unfair labor practice for a labor organization or its agents (1) to restrain or coerce

⁴See Paragraph 1, *supra*.

(a) employees in the exercise of the rights guaranteed in Section 7 * * *.⁵

We find that the following actions of the Organizing Committee or its agents constitute specific violations of Section 8(b)(1)(A):

(a) Johnson's letter of July 7. The pertinent paragraphs of this letter, which was sent to all Pinkerton guards, are as follows:

To all Pinkerton Guards:

In order to dispel some of the confusion among the membership, I am writing each member regarding the following.

1. The coastwide agreement between the ILWU-CIO and the Pinkerton agency has been extended until June 15, 1949, by mutual agreement between the Company and the Union, and all of its terms and conditions are in effect and full force until that date. Anyone who tells you any different is just a plain liar and is only doing so to break down your union—the Union that raised your wages \$4 a day in 2 years.

3. The membership voted unanimously that the fines for being delinquent in dues be enforced. Starting July 9, these fines will be in effect and delin-

⁵ Section 7 provides in part:

Employees shall have the right to form, join or assist labor organizations * * * and shall also have the right to refrain, from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3).

quents will be dealt with according to the agreement.

5. It has come to the attention of the officers and the Executive Board that some members have been misled into signing cards with the phony independent union and also were misled by Sgt. Fox who was playing along with said renegade union and who was fired by Pinkerton for doing so. These members should straighten up and fly right and help build this union, otherwise they will be cited before the Executive Board.

We are satisfied that the letter was calculated to coerce the Pinkerton guards to retain their membership in the Organizing Committee because it contains an express threat of reprisal for failure to pay union dues.

(b) Nonpayment of union dues, Slater testified without contradiction that some time between July 20 and 25, Johnson telephoned him and said, "Unless you get over here and pay some dues, you are not going to work." "I'll give you to Thursday to get over here and pay them dues, or you don't work." A threat to an employee that he will not work if he does not join a union or pay union dues, absent an authorized union-security agreement, is coercive, and we have uniformly so held.⁶

(c) The strike of the Organizing Committee against Pinkerton's. The strike which lasted for 2 or

⁶Smith Cabinet Manufacturing Co., Inc., 81 NLRB 886; Seamprufe Incorporated, 82 NLRB 892.

3 days, early in August, was primarily to compel Conners, Slater, Holmes, and other employees who were not members in good standing in the Organizing Committee, to forego the rights which Section 7 protects. Its purpose is evidenced by the "Return to Work Agreement" executed at its conclusion, and by the fact that Pinkerton's dispatchers told Conners, Slater, and Holmes, that they could no longer work because their names appeared on Johnson's list of delinquent union members which had been prepared in accordance with the "Return to Work Agreement." The threat by a union to strike an Employer's plant, and thereby force him to discharge an employee in accordance with an illegal union-security provision of a contract, has recently been held to be directed primarily to compel other employees to forego the right guaranteed to them by Section 7 of refusing to join a union.⁷ If a threat to strike for that purpose is a violation of Section 8(b)(1)(A), it is clear that an actual strike for the same objective is also a violation of that section.

We conclude, therefore, that by sending the July 7 letter to the Pinkerton guards, by Johnson's threat to Slater in July, and by striking to compel Pinkerton's to discharge Conners, Slater, and Holmes, the Organizing Committee coerced the Pinkerton waterfront guards in the exercise of their rights guaranteed under Section 7, and thereby violated Section 8(b)(1)(A) of the amended Act.

⁷ Clara-Val Packing Company, 87 NLRB No. 120. (Member Reynolds dissented, but considers himself bound by the decision therein.)

5. Respondent Pinkerton argues that where a violation of Section 8(b)(2) has been established, restitution of back pay by the Employer is not a necessary consequence of an order for reinstatement, because, although an order for reinstatement can be directed only against the Employer, the Act makes the party responsible for the discrimination liable for back pay. Pinkerton's further argues that both the Employer and the Union may be subject to an order to cease and desist discrimination, but that, if the Union has caused the Employer to discriminate, it is equivalent to saying that it was the Union which was responsible for the discrimination. Respondent Organizing Committee argues that if any back pay award is proper at all, it should be only for the 2 or 3 days immediately following the strike of the Organizing Committee against Pinkerton, and should cease as of the date Johnson told Camden to send the delinquent union members back to work.

We do not believe that either Respondent ceased discriminating against Conners, Slater, and Holmes as a result of Johnson's statement to Camden that the Organizing Committee had no objection to their going back to work. Although we have found that Conners and Slater unjustifiably refused an offer of a single night's work on August 10, we rely for our conclusion on the facts that neither Respondent advised these three guards of its alleged change of position as to their right to future employment; on the Respondent's failure to abrogate the illegal preferential employment clause in the "Return to Work

Agreement'';⁸ on the illegal union-security clause of the contract; and, finally on the Respondents' joint failure to restore these three guards to their positions on the seniority register.

The failure of either Respondent unmistakably to declare to the discriminatees, in action or statement, that its discriminatory treatment would cease, is sufficient reason for our order to both Respondents to assume a joint and several liability for the loss of pay incurred by Conners, Slater, and Holmes.⁹

The Remedy

Having found that the Respondents engaged in unfair labor practices, we shall order them to cease and desist therefrom, and take certain affirmative action designed to effectuate the policies of the Act.

We shall order Pinkerton's to offer Stenhouse, Conners, and Holmes immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and to make Thomas W. Stenhouse whole for the loss of pay suffered by reason of its discrimination against him.

⁸A preferential hiring clause of this sort goes beyond the type of union-security provision which may be validated under the Act by a union-authorization election. *Morely Manufacturing Company*, 83 NLRB No. 60; *Hawley and Hoops, Inc.*, 83 NLRB No. 50.

⁹*H. Milton Newman*, 85 NLRB No. 132; *Clara-Val Packing Company*, 87 NLRB No. 120; *Union Starch & Refining Company*, 87 NLRB No. 137.

As we have found that both Pinkerton's and the Organizing Committee are responsible for the discrimination suffered by Connors, Slater, and Holmes, we shall order the Respondents jointly and severally to make these employees whole for the loss of pay they may have suffered by reason of the discrimination against them, by payment to each of a sum of money equal to the amount that he normally would have earned as wages during the periods specified in Section 3 of our Order, and ending with the date of the offer of reinstatement or, as to Slater, to October 4, 1948, less their net earnings during such periods. It would, however, be inequitable to the Organizing Committee to permit the amount of its liability for back pay to increase despite the possibility of its willingness to cease its past discrimination, in the event that Pinkerton's should fail promptly to offer reinstatement to those entitled to it under our Order. We shall therefore provide that the Organizing Committee may terminate its liability for further accrual of back pay to Connors and Holmes, or either of them, by notifying Pinkerton's in writing that it has no objection to their reinstatement. The Organizing Committee shall not thereafter be liable for any back pay accruing after 5 days from the giving of such notice. Absent such notification, the Organizing Committee shall remain jointly and severally liable with Pinkerton's for all back pay to Connors and Holmes that may accrue until Pinkerton's complies with our order to offer them reinstatement.

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that:

1. The Respondent, Pinkerton's National Detective Agency, Inc., San Francisco, California, its officers, agents, successors, and assigns shall:

(a) Cease and desist from:

(1) Encouraging membership in Contract Guards and Patrolmen's Organizing Committee, ILWU, or in any other labor organization of its employees, by discharging any of its employees or discriminating in any other manner in regard to their hire or tenure of employment or any term or condition of their employment;

(2) In any other manner interfering with, restraining, or coercing its employees in the right to refrain from exercising the rights guaranteed in Section 7 of the Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized by Section 8(a)(3) of the Act.

(b) Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(1) Offer to Thomas W. Stenhouse, John T. Conners, and Charles O. Holmes immediate and full reinstatement to their former or substantially equivalent positions without prejudice to their seniority or other rights and privileges;

(2) Make whole Thomas W. Stenhouse for any loss of pay he may have suffered by reason of its discrimination against him, by payment to him of a sum of money equal to the amount he normally would have earned as wages from July 28, 1949, to the date of its offer of reinstatement, less his net earnings during said period;

(3) Post at its offices in the San Francisco, California, Bay area, copies of the notice attached hereto as Appendix A.¹⁰ Copies of said notice, to be furnished by the Regional Director for the Twentieth Region, shall, after being duly signed by the Respondent Company's representative, be posted by it immediately upon receipt thereof, and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to waterfront guards are customarily posted. Reasonable steps shall be taken by the Respondent Company to insure that such notices are not altered, defaced, or covered by any other material;

(4) Notify the Regional Director for the Twentieth Region in writing, within ten (10) days from the date of this Decision and Order, what steps it has taken to comply herewith.

2. The Respondent, Contract Guards and Patrolmen's Organizing Committee, ILWU, its officers,

¹⁰In the event this Order is enforced by a decree of a United States Court of Appeals, there shall be inserted before the words: "A Decision and Order" the words: "A Decree of the United States Court of Appeals Enforcing."

representatives, and agents, or the officers, representatives, and agents of its successors, shall:

(a) Cease and desist from:

(1) Requiring, instructing, or inducing Pinkerton's National Detective Agency, Inc., its agents, successors, or assigns, to lay off employees because they are not members in good standing in Contract Guards and Patrolmen's Organizing Committee, ILWU, or its successors, except in accordance with Section 8(a)(3) of the Act;

(2) Directing, instigating, or encouraging employees to engage in a strike, or approving or ratifying strike action taken by employees for the purpose of requiring, except in accordance with Section 8(a)(3) of the Act, that Pinkerton's National Detective Agency, Inc., its agents, successors, or assigns, lay off or otherwise discriminate against employees, or applicants for employment, because they are not members in good standing of Contract Guards and Patrolmen's Organizing Committee, ILWU, or its successors;

(3) In any other manner causing or attempting to cause Pinkerton's National Detective Agency, Inc., or its agents, successors, or assigns, to discriminate against its employees in violation of Section 8(a)(3) of the Act;

(4) Restraining or coercing employees of Pinkerton's National Detective Agency, Inc., its successors or assigns, in the exercise of their right to refrain from any or all of the concerted activities guaranteed by Section 7 of the Act.

(b) Take the following affirmative action, which

the Board finds will effectuate the policies of the Act:

(1) Post in conspicuous places in its business offices in the San Francisco, California, Bay area, where notices to members are customarily posted, copies of the notice attached hereto as Appendix B.¹¹ Copies of said notice, to be furnished by the Regional Director for the Twentieth Region, shall, after being duly signed by official representatives of Contract Guards and Patrolmen's Organizing Committee, ILWU, or its successors, be posted by it immediately upon receipt thereof, and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent Union to insure that such notices are not altered, defaced, or covered by any other material;

(2) Mail to the Regional Director for the Twentieth Region signed copies of the notice attached hereto as Appendix B, for posting, the employer willing, in the offices of Pinkerton's National Detective Agency, Inc., in the San Francisco Bay area, in places where notices to employees are customarily posted. Copies of said notice to be furnished by the Regional Director for the Twentieth Region, shall, after being signed as provided in paragraph 2(b)(1)

¹¹In the event this Order is enforced by a decree of the United States Court of Appeals, there shall be inserted before the words: "A Decision and Order," the words: "A Decree of the United States Court of Appeals Enforcing."

of this Order, be forthwith returned to the Regional Director for said posting;

(3) Notify the Regional Director for the Twentieth Region, in writing, within ten (10) days from the date of this Order, what steps it has taken to comply therewith.

3. Pinkerton's National Detective Agency, Inc., its officers, agents, successors, and assigns, and Contract Guards and Patrolmen's Organizing Committee, ILWU, its officers, representatives, and agents, or its successors, and the officers, representatives, and agents of its successors shall, jointly and severally, make whole John T. Conners, Walter J. Slater, and Charles O. Holmes for any loss of pay they may have suffered because of the discrimination against them, by payment to each of them individually of a sum of money equal to the amount they normally would have earned as wages for the period beginning August 7, 1948, the date each was discriminatorily laid off:

Conners—to August 10, 1948; and from September 16, 1948, to the date of Respondent Pinkerton's offer of reinstatement, less his net earnings during said period;

Slater—to August 10, 1948; and from September 16 to October 4, 1948, less his net earnings during said period;

Holmes—to the date of Respondent Pinkerton's offer of reinstatement, less his net earnings during said period.

The liability of the Organizing Committee for any additional payments to Connors and Holmes that may arise because of Pinkerton's failure to offer them reinstatement after the date of this Order, may be tolled by the Organizing Committee notifying Pinkerton's in writing that it has no objection to the reinstatement of Connors and Holmes, as set forth in the section entitled "The Remedy" herein.

Signed at Washington, D. C., this 9th day of June, 1950.

PAUL M. HERZOG,
Chairman

JOHN M. HOUSTON,
Member

JAMES J. REYNOLDS, Jr.,
Member

ABE MURDOCK,
Member

[Seal]

National Labor Relations Board

[Printer's Note: Appendix A and B are duplicates of Appendix A and B set out at pages 68-70 of this printed record.]

Before The National Labor Relations Board
Twentieth Region

Case No. 20-CA-120

In the Matter of:

PINKERTON'S NATIONAL DETECTIVE
AGENCY, INC.,

and

THOMAS W. STENHOUSE, et al.,

Case No. 20-CB-33

In the Matter of:

CONTRACT GUARDS AND PATROLMEN'S
ORGANIZING COMMITTEE, I.L.W.U., et al.,

and

JOHN T. CONNERS, et al.,

Hearing Room 634, Pacific Bldg., 631 Market St.,
San Francisco, Calif., Tuesday, March 29, 1949

Pursuant to notice, the above-entitled matter
came on for hearing at 10:00 o'clock a.m.

Before:

Howard Myers, Esq., Trial Examiner. [1*]

Appearances:

Robert V. Magor, appearing on behalf of the Gen-
eral Counsel, National Labor Relations Board.

Gladstein, Andersen, Resner and Sawyer, by Nor-
man Leonard, Esq., appearing on behalf of the
Contract Guards and Patrolmen's Organizing
Committee, I.L.W.U.

* Page numbering appearing at top of page of original Reporter's
Transcript of Record.

Appearances (Continued):

Gladstein, Andersen, Resner and Sawyer, by Norman Leonard, Esq., appearing on behalf of the International Longshoremen's and Warehousemen's Union, C.I.O.

Roth and Bahrs, by George O. Bahrs, Esq., appearing on behalf of Pinkerton's National Detective Agency, Inc. [2] * * *

Trial Examiner Myers: Very well, gentlemen. Will the General Counsel please call his first witness?

Mr. Magor: I would call the Trial Examiner's attention to the fact that the answer filed on behalf of the respondent unions in this case deny the allegations of commerce of the company, whereas the answer filed on behalf [35] of the respondent company admitted the allegations of commerce in this proceedings. I wonder if we might reach a stipulation on the part of the parties of that admission on the part of the respondent unions that the allegation of facts as stated therein are true and correct?

Mr. Leonard: Well, the denials were based upon a lack of information and belief. And we still don't have that information. But, we are not—we are prepared to enter into any stipulation of fact that the company recites the facts were. So, we are prepared to enter into a stipulation concerning them. We just had no information to answer, consequently we deny on that ground.

Mr. Bahrs: Well, the allegations you are referring to, Mr. Magor, are paragraphs one, two and three of the amended complaint?

Mr. Magor: That's right.

Mr. Bahrs: Well, there is no denial of the allegations of those paragraphs of the complaint. And we are willing to stipulate that these are the facts.

Trial Examiner Myers: And do you further stipulate that during all the times material to the issues of this proceeding, that the percentages referred to in paragraph three of the complaint are applicable?

Mr. Bahrs: Well now—well, I don't think that we are in a position to stipulate that at all times involved here [36] that eighty-five percent of the income of the company for its services in this area was received for services to operate as of ships, but so far as we are concerned, there is no question but what it was a very substantial sum, and that it was a very substantial percentage of its income. We are not making any point that the activities of the company—its operations in this region does not affect interstate commerce. There is no effect to that.

Trial Examiner Myers: Very well. Is it accepted?

Mr. Magor: That is accepted, and stipulated by the General Counsel.

Trial Examiner Myers: Is that acceptable to you, Mr. Leonard?

Mr. Leonard: Yes. [37]

* * * * *

J. L. CAMDEN,

a witness called by and on behalf of the General Counsel, National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination

Trial Examiner Myers: What is your name, sir?

The Witness: J. L. Camden.

(Testimony of J. L. Camden)

Trial Examiner Myers: Will you spell your last name for the record?

The Witness: C-a-m-d-e-n.

Trial Examiner Myers: Where do you live, Mr. Camden?

The Witness: San Francisco, 2156 Clipper Street.

Trial Examiner Myers: You may be seated. The general counsel may proceed with the examination of this witness.

Q. (By Mr. Magor): Are you the general manager of Pinkerton's National Detective Agency, Mr. Camden?

A. I am Assistant General Manager and entitled Regional Manager in the Western Region; west coast.

Trial Examiner Myers: What territory does the west coast region of Pinkerton's National Detective Agency consist?

The Witness: The western states, those bordering the Pacific Coast; Washington, Oregon and California. [40]

Q. (By Mr. Magor): How long have you held that position, Mr. Camden?

A. Since January 1943.

Q. And your chief function of your company is to furnish guard protection service to companies, is that correct?

A. That is part of our services, that is correct. We also furnish——

Q. Pardon me?

A. ——other types of service too.

Q. How many guards do you normally employe?

(Testimony of J. L. Camden)

A. You mean for our entire western region?

Q. Yes sir.

A. Well, that fluctuates. Probably from 300 to five or six hundred.

Q. And did you, in the course of conduct of your business, enter into any contract with a labor organization representation of your guards?

A. We did, yes sir.

Q. And when was your first contract signed with that labor organization?

A. As I recall, it was in August, 1946.

Q. I will show you, Mr. Camden, an agreement between the International Longshoremen and Warehousemen's Union and Pinkerton's National Detective Agency, effective date of August 1st, 1946, signed by J. L. Camden for the Pinkerton's [41] National Detective Agency, and ask you if that is a true copy of the agreement?

A. That is the true copy of the agreement, yes sir.

Q. Were you present during negotiations of this agreement, Mr. Camden?

A. Yes sir.

Q. And as I refer your attention to page 12 of the agreement, it was signed for the International Longshoremen and Warehousemen's Union by Michael P. Johnson?

A. Yes sir.

Q. Is that correct. Now was there also, referring to page 12, Mr. Camden, it states that this agreement shall remain in full force and effect until June 15th, 1947 and shall be renewed from year to year thereafter, unless either party give notice in writing of its desire to modify or terminate this agreement not less than sixty days prior to June

(Testimony of J. L. Camden)

15th, 1947. Now, was any notice given either on the part of the company or the union sixty days prior to June 15th, 1947, Mr. Camden? A. No sir.

Q. And did you consider this contract in full force and effect after that?

Mr. Leonard: Objected to as calling for his opinion and conclusion; being incompetent, irrelevant and immaterial. The contract speaks for itself.

Trial Examiner Myers: I will sustain the objection. [42] Reframe your question.

Q. (By Mr. Magor): After that date did you negotiate with the International Longshoremen and Warehousemen's Union for and on behalf of your employees, pursuant to the agreement entered into in August the 1st, 1946? A. (Pause.)

Trial Examiner Myers: You understand the question?

The Witness: Will you repeat it, please?

Mr. Magor: All right.

Trial Examiner Myers: All right. Will the reporter please read the question.

(Question read)

Mr. Leonard: That question is ambiguous. You mean after June 15th, 1947?

Mr. Magor: After June 15th, 1947.

Mr. Bahrs: You understand the question, Mr. Camden?

The Witness: Well, I think I do.

Trial Examiner Myers: Well, maybe you better reframe the question now.

Q. (By Mr. Magor): After June 15, 1947, did you

(Testimony of J. L. Camden)

deal with the International Longshoremen and Warehousemen's Union on behalf of your employees?

Mr. Leonard: Objected to on the grounds it is incompetent, irrelevant and immaterial.

Trial Examiner Myers: Overruled. [43]

A. Well, throughout the lifetime of the contract there was dealings with the Union.

Q. (By Mr. Magor): Then after June 15th you continued to deal with the Union, is that correct?

A. Continuously, yes sir.

Q. I see.

Trial Examiner Myers: Up to the present time?

The Witness: Up to the present time.

Q. (By Mr. Magor): I will refer your attention, Mr. Camden, to Page 13 of the agreement, Pacific Coast Working Rules and Dispatching Rules, wherein Number 1 states, "Dispatching shall be done from the employer's office by telephone. The regular dispatching hours to be cited by the Port Labor Regulations Committee." Now, was that the normal way in which a man was dispatched to a job?

A. That was the normal way.

Q. That was the normal way. I will refer your attention to Number 4 of the same page, 13, Pacific Coast Working and Dispatching Rules, which reads, "Registered men dispatched to a ship shall not be replaced when the ship is in the same port area. This does not apply in taking of a day off and"—and ask you if that is the normal procedure during that course of time?

(Testimony of J. L. Camden)

A. I'd say that was the normal procedure. There might have been changes in it. [44]

Q. Now, in June 15th, 1948, Mr. Camden, was—or sixty days prior thereto, was this contract reopened? A. It was not.

Q. It was not. Were there any negotiations entered into between you, on behalf of the company, with the union?

Mr. Leonard: Before June 15th?

Mr. Bahrs: Excuse me. What time was this?

Mr. Magor: Sixty days prior to June 15th, 1948, Mr. Camden?

Trial Examiner Myers: '47, you mean?

Mr. Mayor: '48. A. (Pause.)

Trial Examiner Myers: Do you understand the question, Mr. Camden? Put it this way; maybe this will shorten it. Now, you entered into this agreement in August 1946 and by its terms was to run to June, 1947, is that right?

The Witness: Yes, sir.

Trial Examiner Myers: Now, regarding the contract, there is an automatic renewal clause unless certain matters took place, isn't that right?

The Witness: (Pause.)

Trial Examiner Myers: The contract would automatically renew itself unless either party wanted the contract reopened in June, 1947?

The Witness: That is correct. [45]

Trial Examiner Myers: Now, it started back in August, 1947. Will you tell us all what negotiations you had with the union respecting the renewal of this contract?

(Testimony of J. L. Camden)

Mr. Leonard: May I have——

Trial Examiner Myers: If any?

Mr. Leonard: May I have an objection to that question?

Trial Examiner Myers: All right. I will withdraw it. I thought may be I could clean it up quickly. Go ahead, Mr. Magor.

Q. (By Mr. Magor): I will rephrase the question for you, Mr. Camden. Now, the contract, I take it you considered in full force and effect after June 15th, 1947, wasn't reopened?

A. That's right.

Q. And concluded for another year in June 15th, 1948, was there sixty days prior thereto, was there any reopening by and on behalf of the company or the union of the contract? A. There was not.

Q. There was not. Did you consider the contract in full force and effect after that date?

Mr. Leonard: Objected to as calling for his legal opinion and conclusion. The contract speaks for itself.

Trial Examiner Myers: Overruled. You may answer.

The Witness: Will you read the question?

(Question read.)

A. That is after June 15th, 1948? [46]

Q. (By Mr. Magor): That is correct, Mr. Camden.

A. We did, to this extent. Sometime, either prior to or after June 15th, I presume it was after June 15th, our attorneys advised us that the provisions of the contract providing for a closed shop was not

(Testimony of J. L. Camden)

binding. That was sometime in the latter part of June, as I recall. [47] * * * * *

Q. Now, you say that after—sometime after July 15th, 1948, your attorneys advised you that the closed shop provisions of this contract was illegal. Now, did you have any dealings with the union after that? Did they attempt to renegotiate the contract?

A. Well, in the early part of August—August the 5th or 6th.

Q. Of what year? A. '48.

Q. Did you meet with the union at that time?

A. I did.

Q. Who was the representative for the union, Mr. Camden?

A. Mr. Johnson was the representative of the union, and there were— [48]

Q. Can you tell me what Mr. Johnson's position was in the union; what he held himself out to you as?

Trial Examiner Myers: Mr. Leonard, can you stipulate what Mr. Johnson's first name and—

Mr. Leonard: Michael P. Maybe I can help you on the other, although I don't think it is—it is immaterial. Mr. Johnson informs me in August of 1948 he was an organizer and business agent for the Contract Guards and Patrolmen's Organizing Committee, is that right?

Mr. Michael P. Johnson: That is correct.

Trial Examiner Myers: Is that stipulation acceptable, General Counsel?

Q. (By Mr. Magor): That stipulation is not acceptable to General Counsel.

Trial Examiner Myers: All right.

(Testimony of J. L. Camden)

Q. (By Mr. Magor): What did Mr. Johnson hold himself out to you to be, Mr. Camden?

A. That was my understanding, that he was the business agent of the union representing our guards.

Q. I notice here, Mr. Camden, that this original agreement entered into was signed by the International Longshoremen and Warehousemen's Union. Now, was that the union that was representative of your employees, the Guards——

Mr. Leonard: Objected to——

Q (By Mr. Magor): —during the course of the agreement? [49]

Mr. Leonard: Objected to as incompetent, irrelevant and immaterial and calling for his opinion and conclusion, and he misstates the cause. The agreement reads that the ILWU was acting on behalf of its various local signatories hereto, that is the preface of the agreement. Why don't you be fair?

Trial Examiner Myers: Well, I think the agreement speaks for itself. That is, the agreement should speak for itself. * * * * *

Q. Didn't the Contract Guards and Organizing committee represent the employees after a certain date?

A. I understand they did, but I don't know yet what difference there is, because all of our relations, so far as we have been concerned, have been with the CIO, and with the——

Q. With the International, is that correct?

Mr. Leonard: Well, now, just a minute, I object to that as leading and suggestive.

(Testimony of J. L. Camden)

Trial Examiner Myers: Well, wait. Let him——

Mr. Magor: This is an adverse witness.

Trial Examiner Myers: Wait a minute, Mr. Magor. Please let the witness answer. Will you finish your answer, please?

A. Well, throughout the period of our relationship with [50] the union, Mr. Johnson was the representative with whom we dealt. Now, to me he represented the CIO, and—of the individual local. Our group—I didn't have any specific knowledge whether that was the ILWU or an organizing committee. I wouldn't know.

Q. (By Mr. Magor): I see, Mr. Camden, thank you. Isn't it true, Mr. Camden, that on or about August the 6th, there was a strike called against the Pinkerton's National Detective Agency?

Mr. Leonard: Objected to as incompetent, irrelevant and immaterial and outside the scope of the issues framed by the pleadings. There is nothing in the pleadings that has to do with such a matter.

Trial Examiner Myers: What year? August 1st of what year?

Mr. Magor: 1948.

Trial Examiner Myers: Motion denied. Objection overruled. Will you read the question to the witness?

(Question read.)

A. There was, yes.

Q. (By Mr. Magor): Now, who were you dealing with when the strike took place; what union?

A. The union represented here in our agreement.

(Testimony of J. L. Camden)

Q. The International Longshoremen and Warehousemen's Union?

Mr. Leonard: Objected to as leading and suggestive, [51] and he is misstating the contract.

(Thereupon the document referred to was marked General Counsel's Exhibit No. 2 and received in evidence.) [52]

GENERAL COUNSEL'S EXHIBIT No. 2

AGREEMENT

Between International Longshoremen's and Warehousemen's Union on behalf of Local 6 (Stockton), Local 26 (Long Beach, Wilmington, San Pedro Area), Local 34 (San Francisco Bay Area), Local 40 (Portland, Columbia River Area), and Pinkerton's National Detective Agency, Inc.

Effective August 1, 1946

Agreement

This Agreement, entered into this 1st day of August, 1946, between the International Longshoremen's & Warehousemen's Union, acting in behalf of its various Locals signatory hereto, hereinafter referred to as the Union, and the Pinkerton's National Detective Agency, Inc., hereinafter referred to as the Employer, and shall become effective upon approval of the Government agencies involved.

Witnesseth:

Section I. Recognition:

The Employer recognizes the Union as the sole collective bargaining agent for its employees, including all persons employed as guards and patrolmen at waterfront installations, docks, piers, terminals, warehouses, and aboard vessels, and warehouses and production plants.

Section II. Union Shop:

It is understood in hiring to fill all vacancies or new positions, the Employer will, under this Agreement, choose his own source of new employees. The Employer agrees to notify the Union of such employment. New employees so hired under and subject to this Contract shall join the Union within fifteen (15) days of the date of their employment.

The Employer agrees to terminate within forty-eight (48) hours the employment of any employee who becomes delinquent and in bad standing with the Union.

* * * * *

Section XXIV. Term of Agreement:

This Agreement shall remain in full force and effect until June 15, 1947, and shall be renewed from year to year thereafter unless either party shall give notice in writing of its desire to modify or terminate this Agreement not less than sixty (60) days prior to June 15, 1947. Negotiations for modification or amendment of this Agreement shall com-

mence within ten (10) days of receipt of such written notice.

For the Union:

International Longshoremen's & Warehousemen's Union,

/s/ Michael P. Johnson

Kathleen Griffin, Local 34

(San Francisco Bay Area)

E. M. Balatti,

Local 6 (Stockton)

H. W. Hanks, Local 40

(Portland, Columbia River Area)

Louis Sherman, Local 26 (Long Beach,

Wilmington, San Pedro Area)

For the Employer:

Pinkerton's National Detective Agency,
Inc.,

/s/ By J. O. Camden

Pacific Coast Working and Dispatching Rules

1. Dispatching shall be done from the Employer's office by telephone at regular dispatching hours to be decided by the Port Labor Relations Committees.

2. Registered men shall be dispatched according to low hours and work shall be equalized over each one month period.

3. Men shall carry monthly work cards to be provided by the Union. Hours worked shall be certified to by a representative of the Employer and

cards shall be turned in to the Union office at the end of each month.

4. Registered men when dispatched to a ship shall not be replaced while the ship is in the same port area. This does not preclude the taking of a day off which shall not be deemed a replacement under this ruling.

5. Preference of employment on steady jobs shall be given according to seniority.

6. Men shall be permitted to rotate shifts upon request and no registered man shall be required to remain on one shift for more than 30 days if he requests a change.

7. On completion of a job of eight (8) or more consecutive hours in any one period, men shall have a rest period of not less than eight (8) hours before resuming work or being dispatched to another job provided that other men are available.

Q. Now, did you meet with the Union on August the 7th? A. I did.

Q. And who were you meeting with at that time?

A. Mr. Johnson and there were two or three additional members of the executive committee, or some other committee, of the Watchmen's Union, I don't have their names.

Trial Examiner Myers: When did you meet with them?

A. On the afternoon of August the 7th?

Q. (By Mr. Magor): What took place at this meet, Mr. Camden?

(Testimony of J. L. Camden)

A. A United States conciliator of labor was present. The previous meetings had been——

Trial Examiner Myers: Well, just tell us about this meeting of August 7th, 1948?

A. Well, at this meeting, I first conferred with the United States Conciliator of Labor—he brought me up to date on the grievances that had been raised. And then we met in a group with Mr. Johnson and the other representatives of the union, and as a result of that meeting a return to work agreement was prepared, of which——

Mr. Magor: Now—pardon me.

The Witness: You have a copy which you subpoenaed. [54]

* * * * *

Q. (By Mr. Magor): Prior to this meeting, Mr. Camden, had you attended any other conferences with the union, within the period from July 15th, 1948 to the 6th or 7th of August, 1948?

A. We had a meeting in our attorney's office. Whether it was prior to July the 15th or after, I cannot say.

Q. And who was present at that meeting?

A. Mr. George Bahrs, Mr. Johnson and an attorney from the CIO accompanied Mr. Johnson. I am not positive of his name, I believe it was Mr. Gladstein, but that is, I am not sure of that.

Q. Now, was that meeting in July 1948?

A. I am not positive that it was.

Trial Examiner Myers: Well, was it——

The Witness: It was some time after June 15th.

(Testimony of J. L. Camden)

Q. (By Mr. Magor): Let me put it this way; was it—[58] some time after June 15th, you say?

A. Yes.

Q. Was it prior to the normal expiration date of the contract?

A. No. As I recall it was after June the 15th.

Trial Examiner Myers: Some time after June 15th, and before August 7th, 1948?

The Witness: Yes. Of that I am not positive, it was within that period of time some time.

Trial Examiner Myers: You are positive of that?

The Witness: Yes, sir.

Trial Examiner Myers: You are positive of that?

The Witness: Yes.

Q. (By Mr. Magor): Now, could you tell me what was discussed at this meeting; did you say anything, or what did Mr. Johnson say; what was the purpose of the meeting?

A. Well, the primary purpose of the meeting was there, the question of enforcement of the closed shop.

Q. Did you object to the enforcement of the closed shop?

A. Our attorneys position was that it was a violation of the law.

Q. I take it that was Mr. Bahr's position at that time? A. Mr. Bahr's and Mr. Roth's.

Trial Examiner Myers: Mr. Who?

The Witness: Mr. Roth of that firm.

(Testimony of J. L. Camden)

Trial Examiner Myers: That is the firm of Roth and Bahr? [59]

The Witness: Yes, sir.

Q. (By Mr. Magor): At this meeting, did the union attorneys insist upon a closed shop?

* * * * *

A. They did.

Trial Examiner Myers: What did they say with respect thereto?

The Witness: As I recall now, their interpretation was that the provisions of the contract were binding, that the contract was automatically renewed, that all provisions of it were in [60] effect and binding.

Trial Examiner Myers: Go ahead, Mr. Magor.

Q. (By Mr. Magor): Was there any mention made of the fact that non-union men were being dispatched the same as union men at this meeting?

A. Not to my knowledge.

Q. Mr. Camden, I have here in my hand a document which was furnished by you, which purports to be registered list between the Contract Guards and Patrolmen, I. L. W. U., C.I.O. Is this a list that is furnished to the company?

A. Well, my understanding is, this list is prepared by the company, I mean, it would be typed by the company.

Q. Typed by the company?

A. Typed by the company and with the mutual understanding of a representative of the union and of our organization.

(Testimony of J. L. Camden)

Q. And during the course of the agreement—then this list is dated June 28th, 1948—during the course of the agreement this would be prepared by the Port Labor Relations Committee, of which Capt. Girard was a representative for the company, is that correct? A. That is correct, sir.

Q. And Michael Johnson was a representative for the union? A. Yes sir.

Q. And I see here the list is the date on which each employee came into service in the company, is that correct? [61] A. That is correct, yes, sir.

Q. Were the seniority dates in order of seniority? A. That's right.

Q. And the number opposite that, 1, 2, 3, would be the order of seniority, is that correct?

A. That would be—yes.

Q. At this time I propose to offer this document in evidence as General Counsel's Exhibit 3 in this matter, and request leave to withdraw it to have additional copies made.

Trial Examiner Myers: Well, show it to counsel, please—have you seen this before, Mr. Leonard?

Mr. Leonard: No, sir.

Trial Examiner Myers: Are there any objections to that paper going into evidence?

Mr. Leonard: May I ask the witness a couple of questions on voir dire with respect to it, as soon as Mr. Bahrs is finished examining it?

Trial Examiner Myers: Certainly. Go ahead.

Voir Dire Examination

Q. (By Mr. Leonard): Mr. Camden, I would

(Testimony of J. L. Camden)

like to ask you a couple of questions about this list, which Mr. Magor is offering. If I understand it, you say that list is prepared in your office, is that correct; original?

A. That is my understanding, yes, sir.

Q. Huh? A. Yes. [62]

Q. And then it is submitted, or at least the practice at that time was, it was submitted to the union for corrections or confirmation on the union's part, is that right?

A. Well, my understanding is this, that from time to time the list would be revised to men resigning or for some other reason, and additional men would be added, and when that was done it was agreed upon by the representative of the union and our patrol superintendent, and then the revised copy would be copied but it would be agreed to before being copied. Now, I may be in error on that, but that is my understanding of how it was handled.

Q. Now, with respect to that actual document that is before you, those four or five typewritten sheets, do you know whether that represents the revised copy after the union had an opportunity to check it, or was that the one that was prepared by the company and submitted to the union for check?

A. Well, as I stated before, my understanding is that they were always agreed upon with the union representatives before the revised copy would be re-typed. In other words, you have—each—our agency and the union had a copy and during whatever period would elapse, there was no period when this

(Testimony of J. L. Camden)

revision was to be made, that if additional names were to be added, it would be through mutual agreement with the union that they be written out in longhand or some other way and then incorporated in the typed copy. [63]

Q. You don't know of your own knowledge whether that list, which is actually physically before you, was examined and approved by the union, do you? A. I do not.

Q. You don't. Does that list purport to represent all of the so called waterfront guards and not the uptown guards?

A. Just the waterfront guards.

Q. Just the waterfront guards. Now, just, for example now, this man No. 8, Cerruti, C-e-r-r-u-t-i, do you know whether or not he is a waterfront guard or uptown guard? A. I wouldn't know.

Q. You don't? A. No.

Q. It is your understanding that this list represents only the waterfront guards and you don't know of your own knowledge whether it was approved and gone over by the union, is that correct?

A. No. I know to my own knowledge whether this specific one was or not, but I know that was the understanding and plan and the program that was carried out over a period of two year's time.

Mr. Leonard: We have an objection on the ground that no foundation has been laid to show that the union had anything to do with that list.

Trial Examiner Myers: The objection is overruled and I [64] will receive the paper in evidence

and I will ask the reporter to please mark it as General Counsel's Exhibit No. 3.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 3, in evidence.) [65]

GENERAL COUNSEL'S EXHIBIT No. 3

CONTRACT GUARDS AND PATROLMEN—ILWU—CIO

Registered List—June 28, 1948

1. 7/ 2/25 Plathner, F. A., 74 Sixth St., SF
2. 1/ 3/39 Barry, N. P., 108 Wawona St., SF
3. 5/22/40 Hyland, T. F., 1371 23rd Ave., SF
4. 7/ 2/40 Duncan, F. F., 2365 Durant Ave., Pak.
5. 4/ 9/42 Davis, W. W., 742 Excelsior Ave., SF
6. 5/13/42 Evans, O. H., 6 Gaiser Court, SF
7. 6/ 2/42 Plumb, F. M., 902 Divisadero, SF
8. 2/ 1/43 Cerruti, P., 1599 10th Ave., SF
9. 6/ 3/43 Wagner, H., 414 Lake St., SF
10. 9/ 2/43 Mills, E. W., 669 Shrader St., SF
11. 11/ 1/43 Brooks, W. J., 805 22nd St., SF
12. 11/23/43 Schmierer, D., 1178 Eddy St., SF
13. 3/ 1/44 Sayers, T. P., 2150 32nd Ave., SF
14. 3/ 6/44 Graves, G. S., 226 Byxbee St., SF
15. 5/16/44 Bolhov, A. V., 1732 Lyons St., SF
16. 6/21/44 Bourda, J. A., 1732 Lyons St., SF
17. 7/14/44 Anderson, W. A., 412 Eighth St., Oak.
18. 7/14/44 Clark, F. B., 165 Crescent Ave., SF
19. 9/20/44 Costa, J. A., 1108 Jefferson, SL
20. 10/ 3/44 Du Mez, H., 1278 Market St., SF
21. 1/ 9/45 Brown, G. W., 121 Stanyan St., SF
22. 2/ 6/45 Feleciano, M., 2360 Waverly St.
23. 3/14/45 Fontaine, W. A., 616 Haight St., SF
24. 5/14/45 Townley, A. J., 123 Liberty St., SF
25. 5/31/45 Mergen, Michael, 218 Haight St., SF
26. 9/ 6/45 Patrick, J. A., 192 East Vista, Daly City
27. 9/ 7/45 Welsh, J. R., 415 Divisadero St., SF
28. 9/ 7/45 Tucker, G. H., 1461 Alice St., Oak.
29. 9/26/45 Betts, R. F., 991 Valencia St., SF
30. 10/11/45 McElroy, O. L., 3068 San Bruno Ave., SF
31. 10/15/45 Strong, C. P., 6 Octavia St., SF

General Counsel's Exhibit No. 3—(Continued)

32. 10/19/45 Tindira, M. J., Room 215, 380 Eddy St., SF
33. 10/22/45 Allen, C. D., 635 Page St., SF
34. 11/20/45 Reed, R. E., 864 Page St., SF
35. 12/12/45 Rees, E., 2495 Sutter St., SF
36. 2/18/46 Edgett, H., 206 Garden Lane, Colma
37. 3/18/46 Woodson, T. E., 1039 Mission, SF
38. 2/19/46 Hoffman, M., 115 A Sanchez St.
39. 3/ 4/46 James, B. D., 1039 Mission St., SF
40. 3/12/46 Robinson, A. C., Rm. 86, 412 Eight St., Oak.
41. 3/18/46 Wilkins, J. E., 2241-A Market St., SF
42. 3/18/46 Lundell, H. A., 707 26th Ave., SF
43. 3/25/46 Collins, Z., 516 O'Farrell St., SF
44. 3/25/46 Shorter, J. L., 15-A Henry St., SF
45. 3/25/46 Woodward, R. E. 4157½ Broadway, Oak.
46. 4/26/46 Nelli, J. P., 2522 34th Ave., SF
47. 4/26/46 Parcell, W. J., 971 Mission St., SF
48. 4/27/46 Evon, E. J., 148 Shrader St., SF
49. 5/ 3/46 Mills, W. S., 2531 24th St., SF
50. 5/ 7/46 Chilgren, C. B., 865 47th Ave., SF
51. 5/ 7/46 Livingston, L. C., 1901 Potrero Ave., Rich.
52. 6/ 8/46 Nielsen, C. A., 447 Eddy St., SF
53. 6/ 8/46 Schechter, B., 351 Turk St., SF
54. 6/11/46 Schmitz, B., 700 Washington, Albany
55. 6/13/46 Miller, H. H., 360 Arlington St., SF
56. 6/13/46 Holmes, C. O., 412 Eighth St., SF
57. 6/18/46 Kirk, W. N., 175 Sixth St., SF
58. 6/20/46 Cushing, E. E., 3220 16th St., SF
59. 6/26/46 Hagen, R. O., 424 S. 24th St., Rich.
60. 7/ 1/46 Lyons, B. J., 6 Octavia St., SF
61. 7/ 9/46 Drejes, C., 1350 Vermont St., SF
62. 7/15/46 Hohl, A., 363 Collingwood, SF
63. 7/30/46 Bradshaw, J. W., 507 Bush St., SF
64. 8/ 9/46 Samuels, S., 469 Pine St., SF
65. 8/12/46 Damski, G. H., 1278 Market St., SF
66. 8/15/46 Owens, Wm., 539 Powell St., SF
67. 8/16/46 Reynolds, H. F., 920 Powell St., SF
68. 8/16/46 Kerr, Phil W., 44 Third St., SF
69. 8/19/46 Mchugh, M., 3178 Washington St., SF
70. 8/19/46 Alden, A. C., 54 Fourth St., SF
71. 8/19/46 Bahnsen, H. H., 139 Fourth St., SF
72. 8/19/46 Cominoli, H. H., 542 Bush St., SF

General Counsel's Exhibit No. 3—(Continued)

73. 8/19/46 Farris, S. L., 1248 $\frac{1}{2}$ So. Van Ness, SF
74. 8/21/46 Kimble, H. P., 286 Second St., SF
75. 8/22/46 Fortner, W. L., 435 Duboce St., SF
76. 8/22/46 Morrison, C. D., 605 Jones St., SF
77. 8/23/46 Campbell, J., 621 59th St., Oak.
78. 8/27/46 Hall, L. J., 117 Fourth St., SF
79. 8/29/46 Alperin, S., 1531 Sutter St., SF
80. 9/ 2/46 Pires, A., 354 Coleridge St., SF
81. 9/ 9/46 Mahoney, J., 667 McAlister St., SF
82. 8/10/46 Fahey, W. B., 1214 Polk St., SF
83. 9/12/46 Prevot, W. U., 8 Dodge St., SF
84. 9/12/46 Smith, E. P., 1767 Page St., SF
85. 9/14/46 Carlson, J. F. 297 S. Ridge Rd., SF
86. 9/14/46 Strode, R. B., 1814 Pacific Ave., Ala.
87. 9/17/46 Laska, M., 43 Guam Rd., Bldg. 86, SF
88. 9/18/46 Abena, F. J., 1080 66th St., Oak.
89. 9/23/46 Conners, J. T., 7107 Holly St., Oak.
90. 9/24/46 Jackson, H. R., 15 Vintage Ct., Rich.
91. 9/27/46 Harper, T. M., 87 Third St., SF
92. 9/30/46 Slater, W. J., 1800 Rose St., Berk.
93. 9/31/46 McCarthy, J., 50 Church St., SF
94. 10/ 2/46 Mendia, A. E., 400 Duboce Ave., SF
95. 10/ 5/46 Hilliard, F. E. C., 684 Folsom St., SF
96. 10/ 8/46 Fischer, W., 145 Ney St., SF
97. 10/11/46 Johnson, L. L., 1217 San Bruno Ave., SF
98. 10/22/46 Dadisman, F. S., 916 Kearny St., SF
99. 10/25/46 Jauch, H. N., 709 Shotwell St., SF
100. 11/ 5/46 Silacci, T. P., 55 Fifth St., SF
101. 12/ 2/46 Anderson, D. H., 458 Castro St., SF
102. 12/10/46 Browning, H., 4350 Taft St., SF
103. 12/17/46 Murray, J. E., 1420 E. 21st St., Oak.
104. 1/ 6/47 Jones, A. W., 1149-A Ellis St., SF
105. 2/25/47 Turner, S. J., 3330 Kirkham St., SF
106. 3/12/47 Davis, T. E., 591 Haight St., SF
107. 3/12/47 Duvall, Vincent, 547-A Second Ave., SF
108. 5/27/47 Loebel, D., 179 Jessie St., SF
109. 6/10/47 Probst, E. C., 1625 Fifth Ave., Oak.
110. 7/10/47 McNeil, N. C., 1347 Eddy St.
111. 7/27/47 Curry, E. J., 447 Eddy St., SF, Hotel Lark
112. 7/28/47 Cook, C. O., 1171 Valencia St., SF
113. 7/28/47 Shotts, H. B., 150 Shrader St., SF

General Counsel's Exhibit No. 3—(Continued)

114. 8/ 4/47 Eckman, A., 566 Callan Ave., SF
115. 9/12/47 Mosquera, R., 737 McAlister St., SF
116. 10/ 2/47 Gerton, A., 8907 Hillside Ave., Oak.
117. 10/10/47 Noble, H. R., 1929 15th St., SF
118. 10/14/47 Page, H. H., 1171 De Haro St., SF
119. 10/29/47 Hax, L. W., 1401 14th Ave., SF
120. 10/13/47 Selden, R. M., 420 Fairmount Ave., Oak.
121. 10/31/47 Millar, J. F., 1382 21st Ave., SF
122. 10/31/47 Oller, E. M., 1182 Vallejo St., SF
123. 11/ 5/47 Crank, R. M., 32 S. Meeker St., Rich.
124. 11/24/47 Peek, A., 531 Diamond St., SF
125. 11/25/47 Kujawa, P., 12 Dodge St., SF
126. 11/25/47 Taylor, J. C., 885 McAlister St., SF
127. 12/ 1/47 Parks, H., 2307 Taylor St., SF
128. 12/ 9/47 Baker, R. W., 1122 Ellis St., SF
129. 12/10/47 Foelsing, H. H., 949 Teresita Blvd., SF
130. 12/16/47 Summers, W. L., 1197 McAlister St., SF
131. 12/30/47 Baker, L. J., 242 Turk St., SF
132. 1/14/48 Crowley, E. W., 1558 Grove St., SF
133. 1/15/48 Van Dewater, K. A., 3852 Geary St., SF
134. 1/15/48 Perchert, A., 1021 Everett St., El Cerrito
135. 1/15/48 Lockard, F. W., 1343 51st Ave., Oak.
136. 1/21/48 Tyler, F. M., 1621 Bissell, Rich.
137. 1/28/48 Eckerson, C. J., 1500 Sutter St., SF
138. 1/28/48 Henderson, T. M., 405 Cherry St., SF
139. 1/29/48 McConnell, F. P., 1453 Post St., SF
140. 2/16/48 Murray, F. P., 2703 Panhandle, Rich.
141. 2/16/48 Asturbel, Manuel, 849 70th Ave., Oak.
142. 3/ 1/48 Menke, R. E., 1526 Diamond St., SF
143. 3/31/48 Manis, Sherlock, 2844 California, SF
144. 4/ 1/48 Blake, Wm., 964 Howard St., SF
145. 4/ 6/48 Blake, William, 964 Howard St., SF
146. 4/ 6/48 Petrequin, Gaynor, 938 Buchanan, Albany
147. 4/16/48 Seaton, G. W., 107 Redwood Ave., Corte Madera
148. 4/22/48 Stegall, F. W., 1772 Church St., SF
149. 4/22/48 Creegan, Patrick, 159 Russ Street, SF
150. 4/22/48 Cooper, J. C., 351 Turk St., SF
151. 4/23/48 Tracy, Walter, 26 11th St., Rich.
152. 4/28/48 Gremminger, H. G., 327 San Carlos St., SF
153. 4/29/48 McManus, M. T., 22 Steiner St., SF
154. 4/29/48 Elgin, C. J., 2156 Buena Vista, Ala.

General Counsel's Exhibit No. 3—(Continued)

155. 4/29/48 Doran, V. J., 3249 Sacramento, SF
156. 5/ 4/48 Seago, M. H., 1842 E. 14th St., Oak.
157. 5/ 5/48 Madino, A. G., 258 Herman St., SF
158. 5/10/48 Taylor, P. R., 2000 Beach St., SF
159. 5/10/48 S. Peterson, 3024 Dakota St., Oak.
160. 5/11/48 Nash, J. F., 35 Bemis St., SF
161. 5/11/48 Mathison, J., 3800 Quigley St., Oak.
162. 5/12/48 Hancock, W. J., 117 College Ave., SF
163. 5/12/48 Seppala, J. E., 172 Sixth St., SF
164. 5/17/48 Myers, F. L., 1130½ 87th Ave., Oak.
165. 5/20/48 Mancha, V. J., 55 Fifth St., SF
166. 5/20/48 Cozad, J. J., 1165 Valencia St., SF
167. 5/20/48 Boss, F. A., 269 Clinton Park, SF
168. 5/21/48 Pugh, C. C., 130 Manor Drive, SF
169. 5/25/48 Votaw, W. W., 706 Polk St., SF
170. 5/29/48 Jenkins, H. H., 685 Ellis St., SF
171. 6/ 8/48 Bowley, B. H., 1 Geneva St., SF
172. 6/ 9/48 Conway, A. J., 26 Hamilton St., SF
173. 6/ 9/48 Murphy, T. H., 373 Ellis St.
174. 6/ 9/48 Kunake, Mike, 140 Mason St., SF
175. 6/ 9/48 Houck, E. B., 1446 Underwood, SF
176. 6/ 9/48 Code, R. L., 549 Divisadero St., SF
178. 6/10/48 Sisson, A. J., 39 Avery St., SF
179. 6/10/48 O'Neill, G. G., 203 23rd St., Rich.
180. 6/10/48 Loynd, Bert, 567 11th Ave., SF
181. 6/10/48 Guinnar, D. A., 328 15th St., Oakland
182. 6/10/48 Foley, R. S., 821 Oak St., SF
183. 6/10/48 Fehleisin, F., 347 Laverne Ave., M.V.
184. 6/11/48 Valaris, F. P., 2235 Turk St., SF
185. 6/11/48 Anderson, J. M., 516 Second St., Corte Madera
186. 6/11/48 Connor, J. H., 632 Fourth St., SF
187. 6/14/48 Ralph, B. J., 2148 Encinal Ave., Rich.
188. 6/15/48 Newman, L. G., 2707 19th St., Rich., San Pablo
189. 6/15/48 Gibbs, M. N., 945 42nd Ave., Oak.
190. 6/16/48 Kessler, H. C., 849 Madrid St., SF
191. 6/22/48 Roehr, H. L., 639 Bush St., SF
192. 6/23/48 Valaris, R. B., 2237 Turk St., SF
193. 6/23/48 Lyman, H. D., 34 Turk St., SF
194. 6/23/48 Hill, J. W., 1392 Golden Gate Ave., SF
195. 6/23/48 Blades, Wm. B. K., 7040 Geary St., SF
196. 6/24/48 Carmen, C. E., 862 Folsom St., SF

General Counsel's Exhibit No. 3—(Continued)

197. 6/24/48 White, R. G., 446 Clement St., SF
198. 6/24/48 Martin, J. H., 680 Northside H-8, SF
199. 6/24/48 Vere, A. L., 539 Post St., SF
200. 6/24/48 Mason, P. B., 44 Third St., SF
201. 6/25/48 Treen, E. A., 427 Ninth St., SF
202. 6/25/48 Sweeney, R. F., 2803 Geary St., SF
203. 6/25/48 Martens, Frederick, 547 25th Ave., SF

Direct Examination—Resumed

Q. (By Mr. Magor): Mr. Camden, you say you have guards who are—do work other than waterfront work, is that correct? A. Yes sir.

Q. Now, in negotiations with the union, did the union negotiate for the company on behalf of the guards or do other than maritime work?

A. No.

Q. Your agreement with the union covers only the maritime guards, is that correct?

A. Yes sir.

Q. And the lists that would be prepared by the Port Labor Relations Committee by the union joint action of the union and the company would be only the guards who were engaged in maritime work?

A. On maritime work or those covered by the agreement.

Q. And that registered list is the means by which the company dispatches men to the maritime work, is that correct? A. That is correct.

Q. I have in my hand here, Mr. Camden, a re-

(Testimony of J. L. Camden)

turn to work agreement, evidently the date is August 8th, 1948.

A. No, it should be August the 7th.

Q. 7th day of August, 1948, signed by Pinkerton's National [65] Detective Agency, Incorporated, and ask you if that is your signature? (Exhibiting paper.)

A. It is, yes, sir.

Q. And this is the agreement that was drawn up between—in your conference on August 7th with the union, is that right?

A. Yes, sir.

Q. And those are the parties that were represented for the union?

A. Yes, sir.

Trial Examiner Myers: Was that agreement executed at the meeting?

The Witness: Yes, sir.

Trial Examiner Myers: It was executed in your presence?

The Witness: In my presence, yes, sir.

Q. (By Mr. Magor): I notice here that Michael Johnson signs for the International Longshoremen and Warehousemen's Union. I propose to introduce this in evidence. [66]

* * * * *

(Thereupon the document above referred to was marked as General Counsel's Exhibit No. 4, in evidence.) [67]

* * * * *

GENERAL COUNSEL'S EXHIBIT No. 4

RETURN TO WORK AGREEMENT

In meeting held today, August 7, 1948 under the auspices of the Federal Mediation and Conciliation Service, the International Long Shoremen's and Warehousemen's Union on behalf of ILWU Contract Guard's and Patrolmen hereafter referred to as the Union and the Pinkerton's National Detective Agency hereinafter referred to as the employer who are parties to the labor agreement dated August 1, 1946 as renewed on June 15, 1947 and June 15, 1948 due hereby agree as follows:

1. Preference of employment shall be given to members of the Union who are available, willing and able to work.

2. When new men are employed they will be notified that there is a labor agreement existing between the Employer and the Union.

3. The Union will be furnished each day a list containing the names, addresses and telephone number of all new employees.

4. When an employee is discharged or suspended the Employer shall within twenty-four hours following such discharge furnish the Union with a complete statement setting forth in detail the reasons for the discharge or suspension.

5. Section 10 of the labor agreement "vacations" sets forth all of the qualifications for vacation pay and no other qualifications shall be added.

6. Representatives of the Employer and the Union will meet within the next seven days to revise the current registration list.

General Counsel's Exhibit No. 4—(Continued)

7. Preference of employment on steady jobs shall be given according to seniority to men on the registration list.

8. There shall be no discrimination or reprisal by the Employer against any employee in this dispute.

Signed in San Francisco, California, this seventh day of August, 1948.

Pinkerton's National Detective Agency, Inc.

By /s/ J. O. CAMDEN,

International Longshoremen's and Warehousemen's Union

/s/ MICHAEL JOHNSON

/s/ LAWRENCE L. JOHNSON

/s/ M. McHUGH

/s/ ERNEST J. EVON

/s/ ALBERT C. ALDEN

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 5, in evidence.) [73]

GENERAL COUNSEL'S EXHIBIT No. 5

CONTRACT GUARDS AND PATROLMEN

Preferred List—November 30, 1948

1. 7/ 2/25 Plathner, F. A., 74 Sixth St., SF
2. 1/ 3/39 Barry, N. P., 108 Wawona St., SF
3. 5/22/40 Hyland, T. F., 1371 23rd Ave., SF
4. 7/ 2/40 Duncan, F. F., 2365 Durant Ave., Oak.
5. 5/ 7/41 Alperin, Sidney, 438 O'Farrell, SF
6. 4/ 9/48 Davis, W. W., 742 Excelsior Ave.
7. 5/13/42 Evans, O. H., 6 Gaiser Ct., SF
8. 6/ 2/42 Plumb, F. M., 902 Divisadero, SF
9. 2/ 1/43 Cerruti, P., 1599 10th Ave., SF
10. 6/ 3/43 Wagner, H., 3232 Geary St., SF

General Counsel's Exhibit No. 5—(Continued)

11. 9/ 2/43 Mills, E. W., 669 Shrader St., SF
12. 11/ 1/43 Brooks, W. J., 805 22nd St., SF
13. 11/23/43 Schmierer, Dan, 1178 Eddy St., SF
14. 3/ 5/44 Graves, G. S., 226 Byxbee St., SF
15. 5/16/44 Bolhov, A. V., 1762 15th St., SF
16. 6/21/44 Bourda, J. A., 1732 Lyons St., SF
17. 7/14/44 Anderson, W. A., 412 Eighth St., Oak.
18. 7/14/44 Clark, F. B., 165 Crescent Ave., SF
19. 9/20/44 Costa, J. A., 1108 Jefferson, SL
20. 1/ 9/45 Brown, G. W., 121 Stanyan St., SF
21. 3/14/45 Fontaine, W. A., 616 Haight St., SF
22. 5/14/45 Townley, A. J., 123 Liberty St., SF
23. 5/31/45 Mergen, Michael, 20 Franklin St., SF
24. 9/ 6/45 Patrick, J. A., 192 East Vista, DC
25. 9/ 7/45 Welsh, J. R., 415 Divisadero St., SF
26. 9/ 7/45 Tucker, G. H., 1461 Alice St., Oak.
27. 9/26/45 Betts, R. F., 991 Valencia St., SF
28. 10/11/45 McElroy, O. L., 3068 San Bruno, SF
29. 10/15/45 Strong, C. P., 6 Octavia St., SF
30. 11/20/45 Reed, R. E., 864 Page St., SF
31. 12/12/45 Rees, E., 2495 Sutter St., SF
32. 2/19/46 Edgett, H., 205 Garden Lane, Colma
33. 2/19/46 Hoffman, M., 115-A Sanchez St., SF
34. 3/ 4/46 James, B. D., 820 McAllister St., SF
35. 3/12/46 Robinson, A. C., 412 Eighth St., Oak.
36. 3/19/46 Woodson, T. E., 1039 Mission St., SF
37. 3/19/46 Lundell, H. A., 707 26th Ave., SF
38. 3/25/46 Collins, Z., 6925 Mission St., SF
39. 3/25/46 Shorter, J. L., 117 Sanchez St., SF
40. 3/25/46 Woodward, R. E., 4157½ Broadway, Oak.
41. 4/10/46 Jones, A. W., 1149-A Ellis St., SF
42. 4/26/46 Nelli, J. P., 2522 34th Ave., SF
43. 4/27/46 Evon, E. J., 148 Shrader St., SF
44. 5/ 3/46 Mills, W. S., 2531 24th St., SF
45. 5/ 7/46 Livingston, L. C., 1901 Potrero Ave., Rich.
46. 6/ 8/46 Nielsen, C. A., 447 Eddy St., SF
47. 6/ 8/46 Schechter, B., 320 Turk St., SF
48. 6/13/46 Miller, H. H., 360 Arlington St., SF
49. 6/18/46 Kirk, W. N., 175 Sixth St., SF
50. 6/20/46 Cushing, E. E., 3220 16th St., SF
51. 6/26/46 Hagen, R. O., 424 S. 24th St., Rich.

General Counsel's Exhibit No. 5—(Continued)

52. 7/ 1/46 Lyons, B. J., 6 Octavia St., SF
53. 7/ 9/46 Drejes, C., 1350 Vermont St., SF
54. 7/30/46 Bradshaw, J. W., 507 Bush St., SF
55. 8/12/46 Damski, G. H., 1278 Market St., SF
56. 8/16/46 Reynolds, H. F., 669 Minna, SF
57. 8/19/46 Mchugh, M., 3178 Washington, SF
58. 8/19/46 Alden, A. C., 54 Fourth St., SF
59. 8/19/46 Bahnsen, H. H., 437 Cherry St., SF
60. 8/19/46 Cominoli, H. H., 542 Bush St, SF
61. 8/19/46 Farris, S. L., 475 Arlington St., SF
62. 8/21/46 Kimble, H. P., 286 Second St., SF
63. 8/22/46 Fortner, W. L., 408 Duboce St., SF
- 63a. 8/22/46 Morrison, C. D., 605 Jones St., SF
64. 8/23/46 Campbell, J., 631 59th St., Oak.
65. 9/ 2/46 Pires, Antone, 354 Coleridge St., SF
66. 9/ 9/46 Mahoney, J., 667 McAllister St., SF
67. 9/10/46 Gulick, George, 684 Folsom St., SF
68. 9/12/46 Prevot, W. U., 1838 Golden Gate, SF
69. 9/12/46 Smith, E. P., 2211 Geary St., SF
70. 9/14/46 Strode, R. B., 1814 Pacific Ave., SF
71. 9/17/46 Laska, M., 43 Guam Rd., SF
72. 9/18/46 Abena, F. J., 1080 66th St., Oak.
73. 9/27/48 Harper, T. M., 87 Third St., SF
74. 9/31/46 McCarthy, J., 50 Church St., SF
75. 10/ 2/46 Mendia, A. E., 50 Church St., SF
76. 10/ 5/46 Hillard, F. E. C., 684 Folsome St., SF
77. 10/ 8/46 Fischer, W., 145 Ney St., SF
78. 10/11/46 Johnson, L. L., 1217 San Bruno Ave.
79. 10/25/46 Jauch, H. N., 216 Parque Drive
80. 11/ 5/46 Silacci, T. P., 55 Fifth St., SF
81. 12/ 2/46 Anderson, D. H., 458 Castro St., SF
82. 12/17/46 Murray, J. E., 1420 E. 21st St., Oak.
83. 2/25/47 Turner, S. J., 3330 Kirkham St., SF
84. 3/12/47 Davis, T. E., 581 Haight St., SF
85. 4/24/47 Murphy, T. H., 273 Ellis St., SF
86. 4/27/47 McNeil, N. C., 1347 Eddy St., SF
87. 5/27/47 Loebel, Davis, 179 Jessie St., SF
88. 7/27/47 Curry, E. J., 447 Eddy St., SF
89. 7/28/47 Shotts, H. B., 150 Shrader St., SF
90. 8/ 4/47 Eckman, A., 566 Callan Ave., SF
91. 9/12/47 Mosquera, R., 737 McAllister St., SF

General Counsel's Exhibit No. 5—(Continued)

92. 10/10/47 Noble, H. R., 1925 15th St., SF
93. 10/14/47 Page, H. H., 1171 De Haro St., SF
94. 10/31/47 Millar, J. F., 261 Lobos St., SF
95. 10/31/47 Oller, E. M., 1430 Filbert, Oak.
96. 10/31/47 Selden, R. M., 420 Fairmount Ave., Oak.
97. 11/24/47 Peek, Alvin, 431 Diamond St., SF
98. 11/24/47 Taylor, J. C., 885 McAllister St., SF
99. 11/26/47 Share, Louis, 1505 Sutter St., SF
100. 11/26/47 Crank, R. M., 32 S. Meeker, Rich.
101. 12/30/47 LaBoube, A., 304 Poplar Ave., MV
102. 1/14/48 Crowley, E. W., 1558 Grove St., SF
103. 3/31/48 Manis, Sherlock, 2729 California, SF
104. 4/22/48 Creegan, Patrick, 159 Russ Bldg., SF
105. 4/ 6/48 Blake, William, 964 Howard St., SF
106. 5/10/48 S. Peterson, 3024 Dakota St., Oak.
107. 5/17/48 Myers, F. L., 1130½ 87th Ave., Oak.
108. 5/20/48 Mancha, V. J., 55 Fifth St., SF
109. 6/ 9/48 Kunake, Mike, 140 Mason St., SF
110. 6/19/48 Fehelisin, F., 34 LaVerne Ave., MV
111. 6/11/48 Anderson, J. M., 516 Second St., SM
112. 6/23/48 Blades, W. B. K., 30 Hill St.
113. 6/23/48 Hill, J. W., 1392 Golden Gate, SF
114. 6/29/48 Schwab, H. R., 716 Fourth St., SF
115. 7/ 2/48 Lauridsen, F. L., 820 McAllister St., SF
116. 7/ 4/48 Potter, T., 195 Seventh St., SF
117. 7/ 9/48 McElroy, F. A., 1528 Miller Ave., Oak.
118. 7/27/48 Roux, J. W., 116 Madrid St., SF
119. 8/13/48 Quiad, H. T., 2011 16th St., SF
120. 8/18/48 Diamante, Sam, 211 Gough St.
121. 8/24/48 Gilson, F. P., 1633 San Pablo, Berk.
122. 8/26/48 Munson, J. C., Golden State Hotel, SF
123. 9/13/48 Durbin, E. G., 684 Folsom St., SF
124. 9/14/48 Attenisia, J., 335 Irving St., DC
125. 9/14/48 Falgiano, A. E., 2050 Powell St., SF
126. 9/14/48 Cowan, M. M., 163 Willits St., SF
127. 10/ 4/48 Fischer, W. J., 1892 Fell St., SF
128. 10/ 5/48 Morris, W. C., 167 O'Farrell St., SF
129. 10/ 5/48 Olsen, C. Y., 1748 a Mission St., SF
130. 10/ 5/48 Howe, W. C., 737 Clayton St., SF
131. 10/ 5/48 Bagnall, M. F., 397 Ellis St., SF
132. 10/20/48 Sprinkle, L. A., 990 Geary St., SF

General Counsel's Exhibit No. 5—(Continued)

133. 10/22/48 Ashley, L. A., 516 Natoma St.
134. 11/10/48 Ward, T. J., 1609 Santa Clara, El Cerrito
135. 9/ 6/45 Tindria, M. T., 380 Eddy St.
136. 9/20/45 Tyler, F. M., 314 So. 24th St., Rich.

* * * * *

Cross Examination

Q. Is that correct. And you also testified that it renewed itself the second annual expiration date, is that correct? A. Yes sir.

Q. Now, you testified during this interval there was no change in any of the collective bargaining representatives with whom you were dealing during any of that period?

Trial Examiner Myers: I don't think he said that.

Mr. Bahrs: Well, I have it in my notes here.

Trial Examiner Myers: I think he said they changed but he didn't remember the individuals names.

Mr. Bahrs: I want to take him over that ground again.

Trial Examiner Myers: Go ahead.

A. Well, to my knowledge there was—no changes throughout the whole period of time. Our negotiations were handled by Mr. Johnson.

Q. (By Mr. Bahrs): Well, can you say whether at all times you dealt with Mr. Johnson, that he was acting solely and exclusively on behalf of local No. 34? A. No.

Q. Was he acting on behalf of any other labor organization? A. I wouldn't know.

Q. You know whether or not he purported to act

(Testimony of J. L. Camden)

on behalf of [74] the Contract Guards and Patrolmen's organization?

A. Well, there was a time there, a year or so ago, where I think, in the conversation with him, we were advised that there was a new controlling set up. In other words, the Contracting guards and watchmen, and it was an organizing committee. Now, of the details of it, I wouldn't know. We have no official—so far as we were concerned, we were still dealing with the same representatives of the union that we started out with. [75]

* * * * *

Q. All right. Just one other question. You had reference to a meeting in Mr. Bahrs office sometime between the 15th of June and the early part of August, and you stated that Mr. Johnson was present with an attorney from the union. At that meeting, did the attorney from the union state that it was the union's view that the agreement, which is in evidence, was still a valid agreement and that the union was insisting upon enforcement of the agreement?

A. That is my understanding, yes sir. [78]

* * * * *

THOMAS W. STENHOUSE

a witness called by and on behalf of the General Counsel, National Labor Relations Board, being first duly sworn, was examined and testified as follows:

(Testimony of Thomas W. Stenhouse.)

Direct Examination

Trial Examiner Myers: What is your name, sir?

The Witness: Thomas W. Stenhouse. [79]

* * * * *

Q. (By Mr. Magor): Were you ever in the employ of the Pinkerton National Detective agency?

A. Yes, sir. [80]

* * * * *

Q. And what was your job, classification when you were employed in June of 1946?

A. Waterfront guard.

* * * * *

Q. (By Mr. Magor): After that, did you become the member of any labor organization?

A. I did.

Q. And could you tell me what the name of the labor organization was? [81]

* * * * *

A. I was a charter member of the C.I.O. and to the I.L.W.U.

Trial Examiner Myers: That statement you were a charter member of the C.I.O. and you were a charter member of the I.L.W.U., what did you join?

Q. (By Mr. Magor): What was the local number? A. Thirty-four.

Q. Local 34, I.L.W.U.? A. Yes, sir.

Q. When was the last day in which you worked for the company, Mr. Stenhouse?

A. March the 29th, 1948.

Q. And on March the 29th, 1948, what was the occasion for your—

(Testimony of Thomas W. Stenhouse.)

A. Mr. Jamison, the dispatcher, called me and told me that Mike Johnson told him that I wouldn't be available for work. And I asked him for what reason and he said that Mike Johnson [82] said there would be a letter following.

* * * * *

Q. (By Mr. Magor): Now, after, you say the last day you worked for the company was March the 29th, 1948, is that correct, Mr. Stenhouse?

A. Yes, sir.

Q. Now, after that date did you work for the company or did you go and see the company about a job? [84]

A. Yes sir. I always went to see them.

Q. When was the next time which you approached the company for a job?

A. I believe the first time I talked to Mr. Camden was about July the 19th of 1949. [85]

* * * * *

Q. Now, in this conversation with Mr. Camden in July of 1948, did you again go back to the company to apply for work? A. Yes, sir.

Q. And what was this date?

A. Well, on the same date, 19th—the 19th, I went back that evening to see Mr. Camden. He told me to call him 4:00 o'clock in the evening as he was busy, there was two or three men in the office at that time. So I went home.

Trial Examiner Myers: He told you that in the morning?

(Testimony of Thomas W. Stenhouse.)

The Witness: No, this was in the evening, I'd say about 2:00 o'clock when he told me that.

Trial Examiner Myers: Oh—all right.

The Witness: So, I called him at 4:00 o'clock that evening.

Trial Examiner Myers: On the telephone?

The Witness: Yes, sir. And he told me that I was put back on the payroll in the morning and that I would be given a call from his office for an assignment for work. I thanked him and hung up.

Mr. Bahrs: What was that? I am sorry, I didn't hear.

Trial Examiner Myers: Will the reporter please read the answer to Mr. Bahrs—

(Answer read.)

Q. (By Mr. Magor): Now, after this conversation with Mr. Camden, did you receive any call from the office assigning you to work? [86]

A. No, sir. I stayed at home until 6:00 o'clock, that is about the windup for the calls, and I called the office.

Trial Examiner Myers: When did you—

Q. (By Mr. Magor): When did you call the office?

Trial Examiner Myers: Now, let's see—

A. I called the office—

Trial Examiner Myers: Now, wait now.

A. —at twenty—

Trial Examiner Myers: What date did you see Mr. Camden?

The Witness: On the 19th.

(Testimony of Thomas W. Stenhouse.)

Trial Examiner Myers: And he said you would receive a call?

The Witness: Next day.

Trial Examiner Myers: Next day?

The Witness: Uh-huh.

Trial Examiner Myers: You said something about six o'clock—six o'clock in the morning or afternoon?

The Witness: I waited until six o'clock in the evening for the calls from his office, from the dispatcher.

Trial Examiner Myers: You stayed home all day that day?

The Witness: Yes, sir. You have to.

Trial Examiner Myers: All right.

The Witness: So I called the dispatcher.

Trial Examiner Myers: What time?

The Witness: Six o'clock. When I didn't get no call, I called him. [88] We are not supposed to call him. They are supposed to call us.

Trial Examiner Myers: Well, just tell us what you did.

The Witness: I called the dispatcher and I told him who I was, and I said—I asked him what was cooking, and he said "Just a minute." And he was looking on the sheet. There was nothing on the sheet, he says, "There is nothing on the sheet for you, Mr. Stenhouse." And I says "Okay." So that was all there was to that part.

Q. (By Mr. Magor): Well, after this conver-

(Testimony of Thomas W. Stenhouse.)

sation then, did you call the office or contact the office at any time?

A. I contacted the office in the morning.

Q. What date would this be, Mr. Stenhouse?

A. That would be 19th—or about the 21st.

Q. Of July, is that correct.

A. That is correct, yes, sir. So, I—

Q. Now, what time did you go over to the office?

A. I first called the office and talked to Mr. Camden. They put me in touch with Mr. Camden. Mr. Camden told me, "It's my fault, Mr. Stenhouse. I failed to tell them. You will get your four days' pay anyhow, and your five days for the following week.

Q. All right. After this conversation, Mr. Stenhouse, did you receive your four day's pay?

A. Yes, I got the four for the one week. I got four day's pay, yes, sir.

Q. Now, he told you that, "You will get your five days next [88] week," is that correct?

A. Yes sir.

Q. Were you called by the company the following week and dispatched to any job?

A. No sir, I went over on the—I was over in San Francisco on the Monday and—

Trial Examiner Myers: Monday what?

Q. (By Mr. Magor): What date, please?

A. Monday would be the twenty-sixth.

Q. That would be—

A. July the 26th, and I figured I'd try and get a swing shift job. And I go by the office to see about

(Testimony of Thomas W. Stenhouse.)

it, figuring that everything was fixed for me to go to work and I met Mr. Girard in the hall—Captain Girard.

Q. Do you recall what time it was, Mr. Stenhouse? A. Around three o'clock.

Q. What did you say to him?

A. In the evening?

Q. What did you say, Mr. Stenhouse?

A. Captain Girard asked me if I had seen Mr. Camden. I says, "no." He says, "He wants to see you." So, we both walked in the office together. Mr. Camden, after we got sit down, he said, "I just wanted to explain to you, Stenhouse, what the situation is. They are going to walk off the job if you walk on." "Well," I said, "if I was as selfish as they are—they don't care [89] whether I work or not, and I got four children to feed, I shouldn't care whether they work or not. So if you lose your contract with the A.P.L., they would naturally lose their jobs." So, he says, "Well, I will tell you before we go any further with this, I would like to talk to Mr. Kilpatrick," who is some kind of a head man at the APL.

Q. Would you explain what you mean by the APL?

A. American President Lines. Steamship lines. Steamship. I asked him how long it would take him to do this. He said, "Wednesday or not later than Thursday." I said, "Okay." So, I waited the balance of the week and never did hear from the office. Never did hear from Mr. Camden any more. Then

(Testimony of Thomas W. Stenhouse.)

I come over to San Francisco the following Monday.

Q. What date would this be?

Trial Examiner Myers: Got a calendar?

A. Well, August the 2nd, I believe. Around there.

Q. (By Mr. Magor): About August the 2nd?

A. Someplace. So, I met Mr.—Capt. Girard, and I told him I would like to have a talk with Mr. Camden, and he said, “Mr. Camden is in New York, and he won’t be back until Saturday.” I said, “Okay.” So I—there was nothing I could do. So, I went on home.

Q. Now, at this conversation you asked Mr. Girard why you weren’t assigned to work?

A. No sir. He knew—Mr.—Capt. Girard knew that I was [90] supposed to be given work, see.

Mr. Bahrs: I am going to object to that, if the court please——

Trial Examiner Myers: Yes, I will sustain the objection.

Q. (By Mr. Magor): Well, after this conversation with Capt. Girard, Mr. Stenhouse, were you assigned to any job by the company?

A. No, sir.

Q. Did you go back and see the company or call them or did they call you?

A. Yes, sir. When he told me——

Mr. Bahrs: When was this, please?

Mr. Magor: When was this?

Trial Examiner Myers: Wait now, let’s get——

(Testimony of Thomas W. Stenhouse.)

let's fix this now. You—what conversation are you referring to now?

The Witness: Coming back from the time when Mr. Camden came back from New York.

Trial Examiner Myers: Fix the date.

Q. (By Mr. Magor): Now, when was the next time you went over to see the company?

A. I got a call from the Captain on the 7th of August, the 7th.

Q. Captain who? A. Captain Girard.[91]

Q. When was this, Mr. Stenhouse, to the best of your recollection?

A. About nine o'clock in the morning.

Q. What did Capt. Girard say to you?

A. He told me he had his hands full over here, that there was a strike upped, strike was pulled at 39 and was moving up to 42 and 46.

Trial Examiner Myers: We don't know what all that means. What does that—what does that mean?

The Witness: Sir?

Trial Examiner Myers: What is all this 39—42?

The Witness: Them's piers where the ships are.

Trial Examiner Myers: All right. Go ahead.

A. He said he had his hands full. He said, "Could you furnish me with some men." I said, "Well, I couldn't furnish you with no strike breakers, Captain." I said, "But that is a phoney strike they are pulling over there. But I will come and work." And there was lots more of them men that

(Testimony of Thomas W. Stenhouse.)

was being debarred from going to work would have went.

Q. (By Mr. Magor): Did he tell you who called the strike? [92]

* * * * *

A. The next time I talked to Mr. Camden was on August the 19th. I went over to see him and I told him that I understood that he had signed an agreement with these fellows and he said he had——

Trial Examiner Myers: Wait a minute, now. Wait. You are talking of a lot of things that we don't know what you are talking about. What fellows?

The Witness: Well, he meant Mike and the representative of the——

Trial Examiner Myers: Go ahead.

The Witness: —CIO. He said he was forced to do it. That the American President Lines had given him twelve hours to move two passenger ships.

Q. (By Mr. Magor): Now, at this time did he offer you any assignment? A. No, sir.

Q. Did you ask him for an assignment?

A. No, sir, I never asked him then because the understanding was that I was to be put to work?

Mr. Bahrs: What was that?

A. The understanding was—him and I had—that I was to be [93] put back to work. Mr. Camden and I——

* * * * *

Q. (By Mr. Magor): Now, Mr. Stenhouse, you say that at the time you saw Mr. Camden on July 26th, 1948 you were talking to him, and he told you,

(Testimony of Thomas W. Stenhouse.)

“I wanted to explain to you what the situation was, Mr. Stenhouse. They are going to walk off the job if you walk on it.” Did Mr. Camden explain to you who he meant by “they”?

A. Well, when I come to the Board, the Board asked me that question and said, “We would like for you to find out who he meant by ‘they’”. So, then on August the 9th was the first time I could get to see Mr. Camden, because he was in New York. I asked him—I met him in the hallway, I said, “Mr. Camden, are you busy?” And he said, “Yes, I got my hands full.” Well, I said, “It won’t take me long.” I said, “I went to the Board and they want to know who you meant by ‘they’ would walk off the job if I walked on.” Mr. Camden said, “They’ll have to ask Mike Johnson that question.” [94]

* * * * *

Q. As I understand, you have testified here, or perhaps you had better repeat here so we don’t misquote you, as to what Mr. Camden told you at that time? A. What time?

Q. On the 26th. A. On the 26th?

Q. Yes.

A. That is when Capt. Girard—Capt. Girard met me in the hallway and asked me if I had seen Mr. Camden. I didn’t go there with the reasons to see Mr. Camden. I went in there to see the office, the other office, about getting an assignment [112] on a swing shift, if possible an assignment on a swing shift job, if possible, and Mr.—Capt. Girard asked me if I had seen Mr. Camden and I said,

(Testimony of Thomas W. Stenhouse.)

“No.” And he said,—“Well,”—he said, “he wants to see you.” So, we went in, him and I both walked into Mr. Camden’s office. Mr. Camden said, “I want to explain to you what the situation is. They are going to walk off the job if you walk on.” Now, that is just exactly the words— [113]

* * * * *

Q. You never asked him for a job after that day? A. Because they told me—

Q. No, no. Just answer the question.

A. He told me I’d get a call from the office that day.

Q. Will you answer the question please?

Trial Examiner Myers: Did you say in some words, “Give me a job?”

The Witness: No sir.

Q. (By Mr. Bahrs): Never?

A. No sir—they don’t give me a job.

Q. After July 19th, is that right?

A. No sir. [116]

* * * * *

JOHN P. CONNERS

a witness called by and on behalf of the General Counsel, National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Trial Examiner Myers: What is your name, sir?

The Witness: John T. Connors. [130]

* * * * *

(Testimony of John P. Conners.)

Direct Examination

Q. (By Mr. Magor): Mr. Conners, were you ever in the employ of the Pinkerton's National Detective Agency, Incorporated? A. Yes sir.

Q. When were you first employed by the company?

A. September 23, 1946.

Q. And at that time, what position were you employed as?

A. As a guard on the waterfront. [131]

* * * * *

Q. (By Mr. Magor): When did you become a member of the——

A. Fifteen days after I was employed by the Pinkerton's Detective Agency, I was told——

Trial Examiner Myers: Wait a minute. When you went in and got a job with Pinkerton's Detective Agency, did you belong to the International Longshoremen and Warehousemen's Union?

A. No sir. Not at that time.

Trial Examiner Myers: Well, why don't you listen to the question?

Q. (By Mr. Magor): When did you join, Mr. Conners?

A. I joined fifteen days after I went to work for Pinkerton's. At the time that I——

Trial Examiner Myers: Never mind. What was the name of the union?

A. I.L.W.U., Local 34, Pier 3.

Q. (By Mr. Magor): And during the time that

(Testimony of John P. Connors.)

you worked for the company, did you continue to be a member of that labor organization?

A. Yes sir. [132]

* * * * *

Q. (By Mr. Magor): When was the last time that you paid dues?

A. May of 1948. [134]

* * * * *

(Whereupon the document above referred to was marked as General Counsel's Exhibit No. 6, in evidence.)

GENERAL COUNSEL'S EXHIBIT No. 6

International Longshoremen's & Warehousemen's Union

Book No. 232

Date: 6/14/1948

Received of J. T. Connors.....Dollars

Write in amount received

✓ Check months paid for:

Jan.	Feb.	Mar.	✓ Apr.	May	June	July
	Aug.	Sep.	Oct.	Nov.	Dec.	

No. of Dues Stamps\$2.50

No. of Init. & Reinst.

Other Items (describe).....

M 112687

Total \$2.50

Received by [signed] M. Johnson, Financial secretary.

(Testimony of John P. Connors.)

Q. (By Mr. Magor): Now, during the time you were employed by the company in this case, Mr. Connors, during the month of August, what job were you assigned to?

A. August of what year?

Q. 1948.

A. I was on the Marine Lynx.

Q. And when were you assigned to that ship?

A. About June.

Q. About June. Had you been working steadily at the Marine Lynx? A. Yes.

Q. What shift were you working?

A. Eleven to seven.

Q. Eleven a.m. to——

A. No, eleven p.m. to seven a.m.

Q. How were you assigned to that ship, Mr. Connors?

A. Well, automatically we were—we worked on that ship, we was working steady, you went back there every night regardless. And then the only time the company would ring us up, when we was supposed to have our days off. We never had regular days. We was supposed to have two days a week off.

Q. When you were first assigned to that ship, what was the manner in which you were assigned to it? A. Sir?

Q. When you were first assigned to the Marine Lynx, you say some time in June——

A. They rang me up to the office and told me “Take that ship [136] over on a steady job.”

Q. Who called you from the office?

(Testimony of John P. Conners.)

A. Mr. O'Neal.

Q. What is Mr. O'Neal's job——

A. Day dispatcher.

Q. Now, when was the last time in which you worked on the Marine Lynx?

A. I worked Saturday, August 7th. I got off at seven a.m.

Q. And were you to report to the Marine Lynx that evening?

A. That evening at eleven o'clock.

Q. Did you report that evening, Mr.——

A. No sir. I was rang up at nine o'clock that night by Mr. Baxter and told not to report to the Marine Lynx.

Q. Can you identify Mr. Baxter?

A. Yes sir.

Q. What is Mr. Baxter's position with the company?

A. Well, he was what I—figure was a extra dispatcher on Saturday nights, when the other men had their time off. And he went out and so listed job in the meantime.

Q. And——

A. He told me to ring Mr. O'Neal up the next day, that he'd tell me everything.

Q. All right. Did you report back to the Marine Lynx that evening?

A. No. He didn't tell me to report back. I didn't report [137] back.

Q. Subsequent to this call, you say was on August the 9th?

(Testimony of John P. Conners.)

A. No, that was August 7th.

Q. August the 7th. Did you go down to see the company, or did you receive any work from the company?

A. Well, I phoned Mr. O'Neal.

Q. When did you phone Mr. O'Neal?

A. On the 8th, about nine o'clock in the morning. I asked Mr. O'Neal——

Trial Examiner Myers: Never mind.

Q. (By Mr. Magor): What did you say to Mr. O'Neal?

A. I said, "Mr. O'Neal," I said, "What is the score?" "Well," he said, "We got a list of names here that Mike Johnson brought up to us, and your name is on the list of non-payment of dues. So, we can't do anything about it." "Well," I says, "It's funny, can't you see somebody or something," and he said, "I'll try to get ahold of Captain Gerard and Mr. Camden and phone you back." And that's the last I heard of it.

Mr. Leonard: Move to strike that on the ground it is hearsay and not binding on the respondent that I represent.

Trial Examiner Myers: Motion denied.

Q. (By Mr. Magor): Now, subsequent to this conversation, or after the conversation on August the 8th, did you go down and see the company?

A. I went down there August the 9th. [138]

Q. At what time did you go down?

A. I went down about ten o'clock in the morning.

(Testimony of John P. Conners.)

Q. Was anybody with you, or were you alone?

A. Yes sir, Mr. Stenhouse and myself.

Q. Who did you see from the company at that time?

A. Well, as we come down the hall, we met Mr. Camden.

Trial Examiner Myers: Anybody else?

Q. (By Mr. Magor): Was anyone with Mr. Camden? A. No sir.

Q. What did you say to Mr. Camden?

Mr. Leonard: Object to the conversation, so far as the respondents I represent are concerned, on the ground it is not binding on them, and as to them, it is hearsay.

Trial Examiner Myers: Objection overruled. Of course, if it is not binding on them there can't be any finding against your client. I will overrule the objection. Go ahead.

A. I met Mr. Camden in the hallway, I was with Mr. Stenhouse and myself, and I asked him, I said, "How come I'm not working," I said, "I have a steady job on Marine Lynx, and it looks like my card has been pulled?" And he said, "Who told you that?" And I said, "Mr. O'Neal," and he says, "I will find out about that." "Well," I says, "I'm not working." So, he went in the office, he says, "You go into Captain Gerard's office and see Captain Gerard," which I did, with [139] Mr. Stenhouse.

Q. Did you talk to Captain Gerard at that time?

A. Yes sir.

Q. What did you say to Captain Gerard?

(Testimony of John P. Conners.)

A. Well, I talked to Captain——

Mr. Leonard: May I have a continuing objection to these questions and answers?

Trial Examiner Myers: The objection is overruled. You better make the objection when you deem necessary.

Mr. Leonard: Well, then, I'd like to make it present now, on the grounds that the respondents were not present and it is not binding on them.

Trial Examiner Myers: Objection is overruled. Go ahead.

A. I went in to see Mr. Gerard there and I told him, I says, "How come I am not working on the Marine Lynx steady?" and he said, "Well," he said, "We had to sign some kind of an agreement," he said, "The American President Lines are forcing the issue. We'll either lose the contract, or else we'll"—I says, "I'm"—"I'm on the preferred list there," and he looked in his desk and he come out and he says, "Well, yes. You are 85," he says, "There'll be enough work over in Oakland to take care of you." And I says, "I can't go on that because," I said, "I have a sick wife and family to take care of besides myself. Four all told," I says, "If I can't get [140] any satisfaction from you I'm going to the National Labor Relations Board." "Well," he said, "I think that would be a good idea." I says, "As far as matters are concerned." He said—he said "We would be willing to pay three or four men's wages to see that things come to a head." And I said, "Well," I said, "I am going up

(Testimony of John P. Conners.)

to make the charges—further charges against both organizations, because I am not working and I can't afford to lay around."

Q. Well, were you talking to Captain Gerard at that time; did he say why you weren't back on the Marine Lynx?

A. He said on account they had a strike, and conditions—Mike Johnson had a list that he come up there Saturday morning with this list and my name was on the list.

Q. During the time that you were working on the Marine Lynx now, Mr. Conners, where was that ship tied up?

A. Well, the first time I run on it, it was tied at 5th Avenue in the Naval Base there, and then it moved.

Q. Well, state the last day now, that you were working on the ship?

A. It was in Moore's Shipyard.

Q. Where is that?

A. At 1st and Adeline in Oakland.

Q. In Oakland? A. Yes.

Trial Examiner Myers: 5th Avenue, is that, in Oakland, [141] too?

The Witness: Sir?

Trial Examiner Myers: 5th Avenue here?

The Witness: Yes sir.

Trial Examiner Myers: Was that Oakland?

The Witness: Yes sir.

Trial Examiner Myers: And it's always been in Oakland?

(Testimony of John P. Connors.)

The Witness: Yes sir.

Trial Examiner Myers: Is that right?

The Witness: Yes sir—well, no sir. Not at first. The year before that it was over—

Trial Examiner Myers: Well, when you were on it?

The Witness: Yes sir. It was in Oakland at all times.

Q. (By Mr. Magor): Now, the last day you worked on the Marine Lynx, I take it, you testify it was about August 7th?

A. That was the morning of August 7th I got off at seven a. m.

Q. How long had the ship been over there at that time?

A. Well, I imagine it went over about January or February, the first of the year of '48.

Q. In '48. Now, during the time you were working on it, in the first week of August, 1948, was there any strike over there that you know of your own knowledge?

A. Not to my knowledge.

Q. After this conversation with Captain Gerard on August [142] the 9th, Mr. Connors, did you after that go back to the company?

A. No sir. I received a call from him the 10th of August, from Mr. Bishop about nine p.m. to report to Pier 41 in San Francisco on the detainee watch.

Q. Did you have anything to say to Mr. Bishop at that time?

(Testimony of John P. Connors.)

A. No. At the time I said, "Well, Mr. Bishop," I told him, I says, "Why send me way over to the city," I says, "I have a steady job on the Marine Lynx." He said, "I don't know anything about it. I don't do the dispatching. The day dispatcher makes up the list."

Q. And after this conversation with Mr. Bishop, did you report to Pier 41, or did you see the company?

A. No sir. I contacted Mr. Camden the next morning about nine p. m.—nine a. m.

Q. What morning was that; August 11th?

A. Yes sir, the next morning.

Q. What did you say to Mr. Camden at that time?

A. I said—asked Mr. Camden, I said to Mr. Camden, I says, "Mr. Camden, you wanted me to report to Pier 41 over there on the graveyard shift"—which was from twelve to eight—"On the detainee watch," I says, "I have got to go behind boxcars and everything to get to the job and everything, and jeopardize my life," I says, "Do you want me to pack a gun?" And he says "No, no, no, no, no." [143]

Q. What did you mean "jeopardize your life" Mr.—

A. Well, I practically figured, I think, by Mike Johnson, that I was on the list and that was the reason I figured I'd be jeopardized my life, because I was taken off the Marine Lynx and put on

(Testimony of John P. Conners.)

Pier 41, and the man wasn't on the preferred list was working in my place.

Q. What did Mr. Camden have to say to you?

A. Mr. Camden says, "Well," he says, "I don't want none of that. No, no, no." He says. And then he says "I will ring up Mr. Gerard and he will give you a replacement,"—that I didn't have to go over there to Pier 41.

Q. And Mr. Camden said he would ring up Mr. Gerard and give you a replacement, you wouldn't have to report, is that correct?

A. That's right, sir.

Q. Well, after that conversation with Mr. Camden on August the 11th, did you receive any call from the company?

A. I received one about August the 21st from Lieutenant Jamison. He says, "I see your name is on the list here, Conners, from last week." He says, "You didn't work." And I says, "No sir, I didn't work that week or the two or three weeks before that."

Q. What did Jamison have to say, Mr. Conners?

A. Well, he says, "You know," he says, "We got an agreement signed." He says, "Union agreement signed now." I [144] says, "Yes. It looks like a back door agreement to me." He says—to me—I said, "So"—he said, "Well, I don't know anything about that," he said, "I only got charge of the instrumental work." So, I says, "What was the idea of ringing me up?"

(Testimony of John P. Conners.)

Q. Did he offer you any assignment, Mr. Conners?
A. No sir.

Q. Well, after this conversation with the company, did you receive any calls?

A. Yes sir. September the 16th.

Q. From the dispatcher? Who were you talking to at that time?

A. Mr. O'Neal, the day dispatcher.

Q. What time was this?

A. It was around eleven—11:30 the 16th of September, in the morning, a.m.

Q. Did Mr. O'Neal call you up?

A. Yes sir.

Q. What did Mr. O'Neal have to say to you?

A. He dispatched me to Pier 44 in the bulkhead work that was out in front of the pier, and I—and I says to him, I says, “Well, how am I going to make that?” I says, “I haven't got a paid up dues book, and will they give me a clearance?” He said, “Yes sir. That will be taken care of. You go down and see Mike Johnson at 90 Market Street and Mike Johnson [145] will take care of you.”

Q. Was anything else said at that time?

A. Not to him, I didn't say anything more to him. I says, “O. K.,” I says, “I will take a chance, too.” I——

Trial Examiner Myers: Wait a minute.

A. I contacted——

Trial Examiner Myers: Wait a minute.

A. Sir?

Trial Examiner Myers: Is that the end of the

(Testimony of John P. Conners.)

conversation with O'Neal? A. Yes sir.

Trial Examiner Myers: All right.

Q. (By Mr. Magor): After that conversation with O'Neal, did you go down to see Mike Johnson?

A. Yes sir. Me and a gentleman named Mr. Slater.

Q. When did you go down to see Mr. Johnson?

A. About 2:35—2:30, somewhere in that neighborhood.

Q. The same day?

A. Yes sir. In the afternoon, p. m.

Q. Where did you go to see Mike Johnson?

A. 90 Market Street.

Q. Where are his offices located?

A. In the back end of a saloon. There is a restaurant on one side and—restaurant on the other, saloon on the right and restaurant on the left. [146]

Q. There is a saloon on the right-hand side and a restaurant on the left? A. Yes sir.

Q. His offices are in the back of the building?

A. Yes sir.

Q. And you pass the saloon? A. Yes sir.

Q. And what does the printing say on the door of Mike Johnson's office?

A. On the door of Mike Johnson's office? I. L. W. U., C. I. O. Right on the window. It's a little window about the size of this desk, a little wider.

Q. Was anybody with you when you went to see him? A. Yes sir, Mr. Slater.

Trial Examiner Myers: What is Mr. Slater's first name? A. Walter.

(Testimony of John P. Conners.)

Q. (By Mr. Magor): What did you have to say to Mike Johnson when you saw him at that time?

A. Well, we said, we mentioned that we come down there for a clearance. The first words he says "Well," he says, "You got a hell of a crust coming down here."

Q. What did you say to that?

A. Well, I says, "A man's got to live," I said, "work," I says. "Well," he says, "I don't know. You guys got jurisdiction." He says, "You fellows taking—going down there [147] on the waterfront," he says, "with all the marine cooks, radio men, marine firemen, marine engineers, longshoremen," — he says—he says, "I am not responsible for what happens down there." And he says—he said, "I don't know if I will give you fellows a clearance or not." And then he stayed there for a while, about five minutes, and then he said, "I am going out to make a phone call." So, he went out and made a phone call, I guess he did, I don't know, and pretty soon, about five minutes after, a fellow named—I don't know his last name—worked for the Pinkerton's Agency, they called him "Frenchy" is his first name—he came in and says "What the hell you guys doing here?" And I says, "Is it any of your business what I am doing here?" I said, "I am doing business with Mike Johnson." "Well," he says, "I am on the committee." I says, "I don't know anything about that," I says, "That's all." Then he went out and that's all the further we—and we sat there and that was all.

(Testimony of John P. Conners.)

Trial Examiner Myers: Mike Johnson come——

Q. (By Mr. Magor): Did Mike Johnson ever come back?

A. No. We sat there for forty-five minutes. At different times I went through the hallway, and Mike Johnson was sitting in the saloon there.

Q. Did you at any time look at your watch to see——

A. Yes sir.

Q. What time was it when you left? [148]

A. We left there about a quarter to four.

Q. Did you see Mike Johnson as you left?

A. I saw him sitting in the——on the stool in the saloon as we left.

Q. Did he say anything to you?

A. No sir.

Q. What did you do after that?

A. We come up to the N. L. R. B.

Q. Now, after that, did you receive any calls from the company, or did you go down to the company?

A. I went down to the company the next day, that is September the 17th, at 1:00 p.m.

Q. And who were you talking to at that time?

A. I was talking to Captain Gerard, Mr. Baxter and Mr. O'Neal.

Q. Was anybody with you, Mr. Conners?

A. No sir. I was alone at the time.

Q. Now, what did you have to say to these three gentlemen?

A. I started in talking to them and the phone rang, and Baxter—I mean, O'Neal went to the

(Testimony of John P. Conners.)

phone and answered, and Mike Johnson had rang up. He says, "Where are them guys that wanted that clearance, to come down here. They going to come down here or not?" I says, "O'Neal, you go back and ask Mike Johnson if a man has to have his book paid up—full book paid up?" He said—I could hear it as well as I know my own name, he says, "Certainly," over the phone. [149]

Q. Did Mr. O'Neal come back after that conversation? A. Yes sir.

Q. What did Mr. O'Neal say?

A. He told Captain Gerard and Mr. Baxter the same thing as he told me, but I heard it myself.

Q. What did he say?

A. He says, "Certainly you have to have the dues in the book paid up," and Captain Gerard says, "That's new to me."

Q. Did they offer you any assignment at that time?

A. No sir. I says, "Captain, what are we going to do with the situation. I can't afford to lay around here." "Well," he says, "I don't know what to do about it," he says. "I will let you know later." I said, "Well, you going to give me a ring or assignment, or what you going to do about it?" He says, "well, I will let you know later." That was all.

Q. Now, you say that this assignment they offered you, that you had to go down to see Mike Johnson—was it Pier 44? A. Pier 44.

Q. And you tell me where Pier 44 is located, Mr. Conners.

(Testimony of John P. Conners.)

A. That is on the west end of the waterfront; south end of the waterfront.

Trial Examiner Myers: Well, which is it?

Q. (By Mr. Magor): Which side; the San Francisco side or Oakland side?

A. It's on the San Francisco. [150]

Trial Examiner Myers: On the south side?

The Witness: Well, it would be down this way (indicating)—that would be south.

Trial Examiner Myers: All right.

Q. (By Mr. Magor): And at the time, Mr. Conners, to your knowledge, personal knowledge, were the longshoremen on strike? A. Yes sir.

Q. San Francisco side? A. Yes sir.

Q. Picket lines established? A. Yes sir.

Q. And for you to report for work, it would be necessary for you to pass through those picket lines, is that correct?

A. The job that was assigned to me was in front of the pier, the bulkhead work would be in front of 44, walking up and down in front of all them men who were on strike.

Trial Examiner Myers: The question is: "Would you have had to pass"— A. Yes.

Trial Examiner Myers: (Continuing) —"through the picket line?" A. Yes sir.

Q. (By Mr. Magor): Well, after this conversation with the company, Mr. Conners, about September 17th, I think you testified, did you receive any calls from the company? [151] A. No sir.

(Testimony of John P. Connors.)

Q. Did you go down and see the company then?

A. I rang them up three or four times.

Q. Do you recall when you rang them up; what dates?

A. Oh, I don't know the dates offhand. I never kept—about four or five times I rang up Mr. O'Neal, the day dispatcher.

Q. And what did Mr. O'Neal have to say?

A. Mr. O'Neal says, "Well, it hasn't been settled yet." He says, "You only had a temporary agreement," he says.

Q. Did he offer you any assignment?

A. No sir.

Q. You know about when you called Mr. O'Neal?

A. Well, let me see—it was September—around the later part of the month in September, around the 20th—24th.

Q. Now, Mr. Connors, when you went to work for the company, did they furnish you with a uniform? A. Yes sir.

Q. Do you still have that uniform?

A. Yes sir.

Q. You ever been asked to turn it in?

A. No sir.

Q. When was it you said the last time you paid your dues to the union?

A. That was in—I—the last was April [152].

Q. At that time you paid to Mike Johnson, is that right? A. Yes sir.

Q. Had you ever received any notice from the union for nonpayment of dues? A. No sir.

(Testimony of John P. Conners.)

Q. Ever been cited before any of their grievance committees? A. No sir.

Q. You have, up to the present time, have you ever been offered an assignment by the Pinkerton's National Detective Agency?

A. Not lately, sir.

Mr. Magor: I have no further questions.

Trial Examiner Myers: Mr. Bahrs, any questions?

Cross Examination

Q. (By Mr. Bahrs): Mr. Conners, did you ever do any industrial work? A. No sir.

Q. Did you ever—the only work you have ever done for Pinkerton's is a guard on the waterfront work, is that right? A. Yes sir.

Q. Did you ever work for Pinkerton's on the San Francisco side?

A. I have worked on both sides; Oakland and San Francisco.

Q. Did you work on the San Francisco side prior to August 9th? [153]

A. No sir. I was over on the Oakland side. [154]

* * * * *

Q. Now, you have testified here that on August the 10th you got a call from Mr. Bishop?

A. Yes sir.

Q. To report for work at Pier 41?

A. That's right, sir.

Q. That was a regular waterfront assignment, is that correct? A. Yes sir. [157]

* * * * *

(Testimony of John P. Conners.)

Q. Wednesday night at midnight.

A. That's Thursday.

Q. Yes. And did you accept that assignment?

A. No, I didn't refuse it or I didn't go down. I rang Mr. Camden up on the morning of August the 10th at 9:00 a.m.

Q. Yes. And what—what happened then?

A. And I told Mr. Camden "They put me on a detainee watch at Pier 41, and I shouldn't see why I should go down there when I was down at Marine Lynx steady," and I said, "If I had to go over there," I said, "You want me to carry a gun?" He said, "No, no, no. I don't want any of that." I says, "In the meantime, I have to go behind boxcars and everything to get to that assignment." "Well," he said, "I would advise you not to take it." He said, "I will ring up Captain Gerard and he will give you a different assignment." That was all.

Q. Did Mr. Camden offer you any work on August the 19th?

A. No sir. He said he was too busy at the time, that Mr. Stenhouse and myself was there, and we met him in the hallway and he said he just came back from New York. He was awful busy, on account of the strike I was pulled off and we should go in and see Captain Gerard. I asked him why I wasn't working at the time, why I was pulled off from Marine Lynx steady job. "It looks like my card has been pulled." And he says, "Who told you your card was pulled?" I said, "Mr. O'Neal." [158] So, he went right in to Mr. O'Neal, he says, "You

(Testimony of John P. Conners.)

and Mr. Stenhouse go in and see Captain Gerard.”

Q. Now, you have also testified, I believe, here, that on September the 16th Mr. O’Neal offered you work on Pier 44. A. That is right, sir.

* * * * *

Q. On—did you receive any other offers of employment from Pinkerton’s?

A. Outside of August the 21st?

Q. August the 21st.

A. Mr. Jamison rang up and he didn’t offer me no job—and then in September—and then around October 7th of 1948, at around eight or nine o’clock in the night, Mr. Jamison rang up and told me that he had a job for Saturday and Sunday, industrial work, and wanted to know if I’d take it. It was two twelve hours shifts. I said—and I had something lined up in view at the time, and it jeopardized my other position. So, I had to refuse.

Q. You refused that assignment?

A. Well, I was not never—going to work for Pinkerton on [159] industrial work, because that is a ninety cents job, and my job calls for a dollar twenty cents an hour. [160]

* * * * *

Q. Did you ever refuse an assignment of work for Pinkerton’s because you already had a steady job?

A. Outside of when I went to work a few days after Lieutenant Jamison called me up, on the two day assignment, and I would jeopardize my job, and I figured—I told him at the time, I says, “That

(Testimony of John P. Conners.)

I have got something in view and," I says, "I think I will be able to make it Monday and then two twelve hour jobs would jeopardize my time."

Mr. Magor: Could we have the date on that, please?

A. That was around—oh, on Saturday night—Saturday [162] night, I think.

Q. (By Mr. Bahrs): In October? A. Yes.

Q. The week in which October 8th occurred?

A. Yes sir. That was the time.

Q. At that time were you employed at the Moore Shipyards?

A. No sir. I never worked for Moore Shipyards.

Q. All right. Did you at that time—did you have a steady job?

A. No sir, I didn't go to work until the following week. I just got—

Q. A prospect of a steady job?

A. That's right.

Q. Did you secure a steady job?

A. Yes sir.

Q. The following week?

A. Yes sir, I have.

Q. Doing what kind of work?

Mr. Magor: Object to the materiality of this line of questioning.

Trial Examiner Myers: Overruled. Go ahead. You may answer. A. Sir?

Trial Examiner Myers: You may answer.

A. As a guard—guard and janitor. [163]

Q. (By Mr. Bahrs): Where?

(Testimony of John P. Conners.)

A. The Dell Beckmans Company in Berkeley, 5th and Virginia.

Q. You have been working there ever since?

A. Yes sir. That's the last six months, practically.

Mr. Bahrs: That is all. [164]

* * * * *

Q. In August of 1948, did Local 34 of the I.L.W.U. have anything to do, if you know, with Pinkerton's; have any contracts or anything else? Local 34 was in the picture at that time.

A. No sir, on account of the Taft-Hartley Law went into effect.

Q. Local 34 was not in the picture? [174]

A. No sir. The International took over.

Q. The International took over. What do you mean by "the International"?

A. Just what I said. [175]

* * * * *

Q. All right. The picket lines in San Francisco that you knew about were those of the longshoremen, the cooks and firemen and the radio officers?

A. Yes sir.

Q. And in order to go to work you would have to have a clearance to go through those picket lines, is that right?

A. That's right, sir. And a paid up dues book.

Q. Now, wait a minute. I move that that be stricken as not responsive to the question.

Trial Examiner Myers: Motion denied.

Q. (By Mr. Leonard): You had to have the

(Testimony of John P. Conners.)

clearance to go through the picket lines, is that right? A. That's right.

Q. And when you talked to O'Neal about a clearance, that was the clearance you were talking about, is that right? A. Yes sir. [178]

* * * * *

Q. What did you say then?

A. Well, I says, "A man—otherwise a man's gotta eat. He's gotta live." I says—I says, "On the 26th, Mike, you said you'd take care of things for me in regards to the dues at the last meeting." I talked to him.

Q. What did he say to that?

A. He didn't have anything to say.

Q. He did not say anything to that. All right. What else did he say?

Trial Examiner Myers: 26th of what?

A. July 26th, at the meeting.

Q. (By Mr. Leonard): What else was said at this conversation in Johnson's office on September 16th?

A. Well, he says—he says, "If you fellows are going down there," he says, "you know there is maritime cooks, firemen, engineers, radio men, long-shoremen and," he says, "you know what this job consists. It's bulkhead work right out in front of all of them." He says, "I am not responsible for what happens to fellows, but," he says, "I don't know if I will give you fellows a clearance or not."

Q. And then what happened?

A. And then he went outside and he went in the saloon.

(Testimony of John P. Conners.)

Q. Did he tell you where he was going?

A. No. He said he was going out to make a phone call. [180]

* * * * *

Redirect Examination

Q. (By Mr. Magor): What did Mr. Camden say to you?

A. He said, "We'll have to excuse you from that. I will contact Mr. Gerard and tell him to give you another job."

Q. Now, in this conversation you had with Mr. Johnson on September 16th, did he offer you a clearance?

A. He offered me a clearance. He says, "But you fellows, your life is in danger to go down there," he says, "I'm not responsible for it, but," he says, "there's picket guards down there and there's marine cooks, marine waiters, marine engineers, marine firemen, and you are not—dues book is not up to date. There's something liable to happen."

Q. Now, you also testified on cross examination by Mr. Bahrs that the company called you on October 7, 1948 and offered you an assignment, is that correct?

A. For two days only.

Q. What type of assignment did they offer you?

A. Industrial work. I was not assigned to it. I was never on industrial work.

Q. Could you explain to me, so the Trial Examiner will understand, the difference between industrial and——

(Testimony of John P. Connors.)

A. On industrial work you get ninety cents an hour. Waterfront work you get a dollar twenty. On industrial work you [190] didn't have to belong to the union, and waterfront work you did.

Trial Examiner Myers: Industrial work means guarding an office building?

The Witness: Yes. Plants. You punch clocks and stuff like that. You have to guard something individual, like they had out in the yard or something like that.

Q. (By Mr. Magor): Who was it you were talking to on October 7th?

A. Lieutenant Jamison.

Q. What did he say when he offered you this job for a couple of days?

A. He says, "It's for two days only," he says, "two twelve hour shifts." "Well," I says, "I've got something lined up, and I think I have got a steady job, and I don't wish to take it at the present time," because I expected to go to work that Monday.

Trial Examiner Myers: And he called you when?

The Witness: That was on a Saturday—Friday night.

Trial Examiner Myers: And you would have had work for Saturday and Sunday?

The Witness: Well, I'd have to work twelve hours Saturday, and then twelve hours Sunday, see.

* * * * *

[191]

(Thereupon the document above-referred to was marked General Counsel's Exhibit No. 7, in evidence.) [194]

GENERAL COUNSEL'S EXHIBIT No. 7

[Letterhead of International Longshoremen's &
Warehousemen's Union]

To All Pinkerton Guards

July 7, 1948

Dears Sirs and Brothers:

In order to dispel some of the confusion among the membership I am writing each member regarding the following:

1. The coastwide agreement between the ILWU-CIO and the Pinkerton Agency has been extended until June 15, 1949 by mutual agreement between the Company and the Union, and all of its terms and conditions are in effect and full force until that date. Anyone who tells you any different is just a plain liar and is only doing so to break down your union—the union that raised your wages \$4.00 a day in two years.

2. The membership in regular meeting voted unanimously that all members wear their union buttons on the job and carry their union books, or be cited to appear before the Executive Board.

3. The membership voted unanimously that the fines for being delinquent in dues be enforced. Starting July 9 these fines will be in effect and delinquents will be dealt with according to the agreement.

4. Anyone having any difficulty on the job should immediately contact the steward or some member of the Grievance Committee. They are: L. L. Johnson, William Prevot, Joseph Costa and B. James.

5. It has come to the attention of the officers and

the Executive Board that some members have been misled into signing cards with the phoney Independent Union and also were misled by Sgt. Fox, who was playing along with said renegade union and who was fired by Pinkerton for doing so. These members should straighten up and fly right and help build this union, otherwise they will be cited before the Executive Board.

6. The vacation provision of the agreement provides that each guard receives one week's vacation after one year's employment and two weeks after two years. It's just that simple. No other requirement.

7. You may mail your dues to the office by check, postal note or money order. The office is open from 12 noon to 4:00 p.m. daily for the same purpose.

8. The phoney Independent Union has been decertified by the National Labor Relations Board upon their action by charges filed by us and they no longer represent any guards. The same government board also has dismissed charges filed by Thomas Stenhouse against our union for having him fired from Pinkerton, thereby proving him a renegade and a traitor to this union.

9. The regular membership meetings are held on the first Monday of each month, at 11:00 a.m. and 7:30 p.m. at 90 Market Street. We urgently request that you attend so that you may know what is going on and to take part in running your own union.

Fraternally yours,

/s/ MICHAEL JOHNSON,
Organizer.

WALTER J. SLATER

a witness called by and on behalf of the General Counsel National Labor Relations Board, being first duly sworn, was examined and testified as follows:

* * * * *

Direct Examination

Q. (By Mr. Magor): Mr. Slater, were you ever in the employ of the Pinkerton's National Detective Agency? A. Yes sir. [215]

Q. When were you first employed by the company? A. October 1, 1946—1946.

Q. And what position were you hired as?

A. A waterfront guard.

* * * * *

Q. Were you a member of any labor organization when you [216] first went to work for Pinkerton's?

A. I was informed there was one——

Trial Examiner Myers: Now, were you a member of any labor organization when you first started? A. When I first started, no sir.

Q. (By Mr. Magor): Well, after you entered Pinkerton's employ, did you become a member of any labor organization? A. Yes sir.

Q. When did you become——

A. October 15, 1946.

Q. What labor organization did you join at that time? A. I.L.W.U., No. 34.

Q. Did you continue to be a member of that labor organization during the time you worked for Pinkerton's?

(Testimony of Walter J. Slater.)

A. Up until—up until the last dues I paid was May of 1948. [217]

* * * * *

Q. Now, after you—you say that you last paid your dues in May, 1948. Did you hear from the union at any time after that? A. Yes sir.

Q. When did you hear from the union?

A. Some time about the 20th to the 25th of July. My phone rang, I answered the phone and the party answering says, "This is Michael Johnson," who I recognized the voice. He says, "Unless you get over here and pay some dues, you are not going to work," and I made the remark, I says, "Who the hell do you think you are?"

Q. What did Mr. Johnson say?

A. He says, "If you don't get over here and pay some dues, I'll show you." He says, "Now, I'll give you until Thursday to get over here and pay them dues, or you don't work." [220]

* * * * *

Q. Did you see anybody from the company after this call Mr.—

A. I contacted the company and told them what had—

Trial Examiner Myers: Wait a minute. Wait a minute.

Q. (By Mr. Magor): No, when did you contact the company?

A. Well, I wouldn't say whether it was that same day or the next—the next morning—it was in

(Testimony of Walter J. Slater.)

that—one of the two. Either the same day or the next morning.

Q. It may have been—from the 20th to the 25th, the day after that, or the same day?

A. Yes sir.

Q. Who did you contact from the company?

A. As I recall, it was Mr. O'Neal.

Q. Did you identify Mr. O'Neal, what his position was in [221] the company?

A. He was the dispatcher.

Q. What did you have to say to Mr. O'Neal?

A. I told him of the conversation that had taken place between myself and Mr. Johnson, and he says, "I have no comment at this time."

* * * * *

Q. Now, you say on or about August 6th you were working on the Marine Lynx?

A. Yes sir.

Q. Was there any picket line there at that time?

A. No sir.

Q. Did you see anybody from the company on that date?

A. After I had finished my shift that day, I went to the telephone and called the dispatcher to get an assignment for the next day, and he made the remark—— [222]

Trial Examiner Myers: Who was the dispatcher?

Q. (By Mr. Magor): Who was the dispatcher you were talking to, now?

A. Mr. O'Neal. He made the remark, "Don't

(Testimony of Walter J. Slater.)

you know that we have got a strike on here on account of you fellows?"

Q. What did you have to say to him?

A. I said, "No sir, I do not." And he—then he told me, he says, "I will have to call you back later, Slater." [223]

* * * * *

Q. (By Mr. Magor): Now, do you—you say that Lieutenant Jamison called you up on August 7th or sometime thereabouts and offered you an accommodation assignment, is that correct?

A. Yes sir.

Q. Where was that assignment?

A. It was down—at the Pacific Can Company at 154th Avenue in Oakland.

Q. Did you ask Lieutenant Jamison at that time about your job on the Marine Lynx?

A. Yes sir.

Q. What did he have to say to you?

A. He says, "I have no comment at this time. Conditions are such that we don't know what's going to happen." [224]

* * * * *

Q. One day. And after that, did you receive calls from the company? A. No sir.

Q. Did you go over to see the company at any time?

A. I contacted them many times by telephone.

Q. You called one time after this that you contacted them to the best of your recollection, Mr. Slater?

(Testimony of Walter J. Slater.)

A. Well, I daresay that I called them the next day and asked for an assignment, and he says, "Until this strike is settled, we cannot give you any information."

Q. Who were you talking to at that time?

A. The dispatcher, Mr. O'Neal. [225]

* * * * *

Q. (By Mr. Magor): Now, after this, Mr. Connors, did you go down and see the company at all—the company contact you?

A. You said Mr. Connors.

Q. Mr. Slater, I beg your pardon.

A. Will you repeat the question, please?

Q. After this, subsequent to the call you made to the dispatcher, at any time after that, did you go to the company, or did the company call you and dispatch you to a job?

A. They—along about—I'd say the middle of August, I called on the telephone and asked to take an assignment as a detainee watch at Pier 41 in San Francisco.

Q. Who made this call, and what time was it made?

A. Oh, I just couldn't recall the exact time. I'd say that it was somewhere after lunch.

Q. Who were you talking to at that time?

A. The dispatcher.

Q. He called you up, is that correct.

A. Yes sir. [226]

Q. Do you know what the dispatcher's name was, or who he was?

(Testimony of Walter J. Slater.)

A. Well, I wouldn't say positive whether it was Mr. O'Neal or Mr. Bishop. It was one of the two.

Q. What did you have to say to the dispatcher at that time?

A. I asked him if I may talk to Mr. Camden.

Q. What did he have to say?

A. And after some delay, they switched me to Mr. Camden, and I asked Mr. Camden if he thought it would be advisable for me to take that assignment at Pier 41, when conditions were as they were, and he says, "No, Slater. I don't think it would be advisable. I thank you for calling me, and I will have you released from this assignment, and I will call you back later and talk to you."

Q. Now, when you told him that, what did you mean by "conditions the way they are"?

Mr. Leonard: Objected to on the ground it is incompetent, irrelevant and immaterial, and calls for the opinion and conclusion. He stated the conversation—

Mr. Magor: I submit, Mr. Trial Examiner, it is the state of mind of the witness when he can testify to—

Mr. Leonard: Not binding on us.

Trial Examiner Myers: Well, I will sustain the objection.

Q. (By Mr. Magor): Well, after this talk with Mr. Camden, you subsequently after this, did you— were you assigned by [227] the company to any job? Did Mr. Camden call you back?

A. No sir.

(Testimony of Walter J. Slater.)

Q. Did you receive a call from the dispatcher at any time? A. A short time after this——

Trial Examiner Myers: Well, how—can't you fix the time?

The Witness: Well, I couldn't.

Trial Examiner Myers: Well, was it a day, a week, month?

The Witness: Well, approximately a week or ten days after this, I'd called again and told to take an assignment at Pier 44.

Trial Examiner Myers: Who called you?

The Witness: The dispatcher.

Trial Examiner Myers: Who?

The Witness: Mr. Bishop, I believe it was.

Q. (By Mr. Magor): When was this call, to the best of your recollection; was it in August or September? A. In August.

Q. It was in August.

A. In August, along about—oh, the middle or say approximately the 20th of August, somewhere in that neighborhood.

Q. And what did you say to the dispatcher at that time?

A. I asked the dispatcher if he thought that I should take this assignment when conditions were as they were. He says, "Come over, I want to talk to you. Get hold of Mr. Conners, [228] and the both of you come over." So, Mr. Conners and I both came over and I telephoned from the Terminal Building in San Francisco.

Q. Who did you call? A. The dispatcher.

(Testimony of Walter J. Slater.)

Q. What time was this?

A. Approximately 1:30 to 2:00 o'clock.

Trial Examiner Myers: What did you have to say? What is Mr. Conners' first name?

The Witness: John.

Trial Examiner Myers: Is that the gentleman that testified this morning?

The Witness: Yes sir.

Q. (By Mr. Magor): What did you have to say to the dispatcher at this time?

A. We asked the dispatcher if he thought we could take this assignment when conditions were as they are. He says, "Well, if you will go down to 90 Market Street and ask Mr. Michael Johnson, he will give you a clearance to go through the picket line."

Q. And you say that was sometime the latter part of August? A. Yes sir.

Q. You might be mistaken?

Mr. Leonard: Now, wait a minute. I will object to that as being leading and suggestive and seeking to impeach his own witness. [229]

Trial Examiner Myers: Overruled. Go ahead.

Q. (By Mr. Magor): Did you go down and see Mr. Johnson at that time? A. Yes sir.

Q. And what time did you get down to see Mr. Johnson?

A. I'd say around about 2:30—2:35. I did not look at my watch for exact time.

Q. And what did you have to say to Mr. John-

(Testimony of Walter J. Slater.)

son; was anybody else present besides you and Mr. Slater?

A. Mr. Connors.

Q. Mr. Connors.

A. No sir. There was no one else present.

Q. What did you say to Mr. Johnson?

A. We asked Mr. Johnson if he would give us a clearance to go through the picket line to—for this assignment. After he meditated for a couple of minutes, he says, “I think you have got a hell of a crust to come down and ask for such a thing.” Then after he meditated a few minutes more, he says, “I don’t know whether I will give you one or not, but if I do give you one, I’ll not be responsible for what will happen to you.” He says, “The men all know you fellows, and,” he says, “you go down there, you will have to present your book, and,” he says, “I won’t be responsible for what will happen.” Then he meditated possibly three or four minutes and he says, “I will go out and make a telephone call.” Mr. Connors and I [230] sat there approximately thirty or forty minutes. Mr. Johnson did not come back to his office. So, we became discouraged, and disgusted, and walked out. When we came out from his office, we see Mr. Johnson sitting at a stool in the saloon, but—I might add there, while we were sitting there waiting for Mr. Johnson, a man in a Pinkerton uniform came in to Mr. Johnson’s office—the man, I don’t know—and says, “What the hell are you fellows doing here?” Mr. Connors spoke up and says, “I don’t consider that as any of your business,” he says, “Well, I’m one of the committee-

(Testimony of Walter J. Slater.)

men, and I figure it is." And that was about all that was said. And as I say, we sat there for approximately thirty or forty minutes. Mr. Johnson did not come in, and we walked from there on up to the National Labor Relations Board.

Q. Well, after this contact with Mr. Johnson, did you receive any calls from the company, or did you go back and see the company?

A. No sir. I have never heard any more from them.

Q. That was the last time? A. Yes sir.

Q. You didn't contact the company after seeing Mr. Johnson? A. No sir.

Q. Did the company contact you?

A. No sir.

Mr. Magor: I have no further questions at this time. [231]

* * * * *

Redirect Examination

Q. (By Mr. Magor): Mr. Slater, I have this affidavit made on the 17th day of September, 1948, and ask you if that is your signature? (Exhibiting paper.) [247]

A. Yes sir, it is. [248]

* * * * *

Q. (By Mr. Magor): After looking at this affidavit, Mr. Slater, would you say that this is a more correct statement of the times and events other than the previous testimony?

A. Yes. As a matter of fact, I know that this is the correct statement. [250]

* * * * *

(Testimony of Walter J. Slater.)

Trial Examiner Myers: I will sustain the objection. I assume, Mr. Bahrs, that you will object to it too?

Mr. Bahrs: Yes, we do.

Trial Examiner Myers: The objection is sustained. You may have it marked a rejected exhibit, if you so desire.

Mr. Magor: No, it is not necessary.

Q. (By Mr. Magor): After referring to that affidavit, Mr. Slater, would you say that September 16th you went down——

Mr. Leonard: Objected to as leading and suggestive.

Trial Examiner Myers: Overruled. What is the answer. [251] After referring to this statement of September 16th. What?

Q. (By Mr. Magor): And then referring to this affidavit, can you give me the correct date on which you went down to see Mr. Johnson after being assigned to pier 44.

A. I say that affidavit——

Trial Examiner Myers: Well, now, wait. And after you read it, what is the date, if you know? Does that affidavit refresh your recollection as to when you went down to see Mr. Johnson?

A. Yes, sir.

Trial Examiner Myers: When did you go down to see him? It is September the 16th, is it not?

Mr. Magor: Do you need to refer to the document again, Mr. Slater?

Trial Examiner Myers: Show it to him.

(Testimony of Walter J. Slater.)

(Whereupon Mr. Magor exhibits document to the witness).

A. September the 16th, 1948 is the correct date.

Mr. Leonard: I move to strike that on the ground there was no pending question, and I object to his testifying. It is apparent he has no recollection of this document.

Trial Examiner Myers: Overruled.

Q. (By Mr. Magor): You say that September 16th is the correct date?

A. Yes, sir. [252]

Q. And the previous conversation you had with Mr. Michael Johnson took place at that time?

A. Yes sir.

Mr. Leonard: Objected to as leading and suggestive.

Trial Examiner Myers: Overruled.

Q. (By Mr. Magor): After going down to see Johnson, did you go back and see the company at any time? A. The picketing company?

Q. That's correct.

A. Not personally, no sir.

Q. Did you call? A. Yes sir.

Q. Who were you talking to, and when was it?

A. The dispatcher.

Q. Was this after you talked to Mr. Johnson?

A. Yes sir.

Q. What time was it?

A. Well,—I would call about 9:00 o'clock of a morning.

(Testimony of Walter J. Slater.)

Trial Examiner Myers: On what date did you call?

The Witness: The next day.

Trial Examiner Myers: September the 17th?

The Witness: September the 17th.

Q. (By Mr. Magor): Had you called him previously after talking to Mr. Johnson?

A. Had you called—— [253]

Q. After talking to Mr. Johnson, did you call the company?

A. Yes, sir, on September the 17th.

Q. What did you have to say?

A. I asked them if they had an assignment for me.

Q. What was the response of the company?

A. They said, "no."

Q. Did you tell them that you had been down to see Mr. Johnson? A. Yes, sir.

Q. And did you tell them what occurred while you were talking to Mr. Johnson? A. I did.

Q. What did the dispatcher have to say for that?

A. He wouldn't—he said he had no comment to make.

Q. Did he ask you to take the assignment on pier 44?

A. When he first called me he did.

Q. Did he ask you after you had talked to Mr. Johnson to take that assignment? A. No, sir.

Q. What did he say about the assignment?

A. He said that I would be excused.

Q. Now, when you were being questioned by Mr.

(Testimony of Walter J. Slater.)

Leonard, you testified that you—during July, that you were working on various ships, is that correct?

A. Yes, sir. [254]

Q. That was all waterfront work, is that correct?

A. Yes, sir.

Q. You were working on the waterfront work up until the 7th day of August, is that right?

A. Until I took that one shift, 12-hour shift, at the Pacific Can. The rest of it was waterfront work.

Q. And since that one shift at the Pacific Can was August 7th, you have never been called to take any assignment on waterfront work, is that correct?

A. Well, that Pacific Can was in August.

Q. That is what I say. August 7th.

A. August 7th. And I was dispatched on—if I recall it correctly, on—on August the 10th at 8:40 p.m. Mr. Bishop called on the phone and gave me an assignment at pier 41, San Francisco, 4:00 p.m. to 11:59 p.m. as a detainee watch.

Q. And did you—what did you say to Mr. Bishop at that time?

A. At 9:30 a.m. I called on the telephone and asked to speak to Mr. Camden. The operator wanted to know who was calling, and I told her—

Q. And did you speak to Mr. Camden?

A. And then Mr. Camden came on the telephone and I spoke to Mr. Camden, whose voice I recognized, and I told him of this assignment, and he thanked me for calling him and said he did not think it would be advisable for me to take that [255] assignment. And that he would release me from the

(Testimony of Walter J. Slater.)

assignment and call me back later and talk to me.

Trial Examiner Myers: Did he call you back later?

The Witness: No sir.

Q. (By Mr. Magor): And other than the assignment on Pier 44, in which you had to see Mr. Johnson to get a clearance for, you have never received any call from the company assigning you to waterfront work? [256]

* * * * *

CHARLES L. HOLMES

a witness called by and on behalf of the General Counsel, National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination

Trial Examiner Myers: What is your name, sir?

The Witness: Charles L. Holmes.

Trial Examiner Myers: Will you spell the last name for the record?

The Witness: H-O-L-M-E-S.

Trial Examiner Myers: Where do you live, Mr. Holmes?

The Witness: 228 - 13th Street, Richmond, California.

Trial Examiner Myers: You may be seated. The General Counsel may proceed with the examination of this witness.

Q. (By Mr. Magor): Mr. Holmes, were you

(Testimony of Charles L. Holmes.)

ever in the employ of the Pinkerton's National Detective Agency? A. Yes sir.

Q. When were you first employed by the company? A. 13th of June, 1946.

Q. And at that time what position were you hired as?

A. I hired out as a guard or patrolman to guard ships and docks.

Q. At the time you first went to work for the company, in June 13, 1946, were you a member of any labor organization? [268] A. I was.

Q. What labor organization?

A. Marine Engineers Beneficial Association.

Q. And after working for the company, Pinkerton's, did you join any other labor organization?

A. I did after about a month.

Q. What labor organization did you join at that time?

A. The—a sort of a—a guards and patrolmen's outfit, affiliated with the Local 34, or something or other. I haven't got the book. That was taken away from me by this gentleman over here. (Indicating) I haven't got the data on that.

Q. Who are you indicating?

A. Mr. Johnson.

Q. And during the time that you first commenced employment for the company, did you work steadily as a guard, guarding ships?

A. Yes. Quite steadily.

Q. Did you continue to pay dues to the labor organization, Local 34, that you joined?

(Testimony of Charles L. Holmes.)

A. Pardon?

Q. Did you continue to pay dues to Local 34 after you joined that labor organization?

A. I did, yes.

Q. When was the last time you paid dues to them? [269]

A. The date I paid dues, I can't remember, but I was paid up until the first of June, 1948.

Q. You were paid up until the first of June, 1948? A. Correct.

Q. And did you receive any notice from the union to pay your dues after that?

A. None whatsoever.

Q. Were you working for the company in August 7, 1948? A. Yes sir.

Q. What ship were you assigned to at that time?

A. On the Marine Lynx most of the time.

Q. On August 7th, 1948, were you working on the Marine Lynx?

A. Yes sir. That is the last day I worked on the Marine Lynx.

Q. How long have you been working on the Marine Lynx? A. About six months. [270]

* * * * *

Q. (By Mr. Magor): Now, what happened on August 7th, 1948; did you see——

(Testimony of Charles L. Holmes.)

A. On August the 7th, at about five in the afternoon, I called the office, I believe, and I got an assignment for the next three days, or four days, something like that. Usually a day. Three or four days at the time. At about seven o'clock that evening I got a call from the office, and the dispatcher told me, he says, "I am sorry, Holmes, but you can't go to work tomorrow," and I said, "Why?" And he said, "Michael Johnson just handed us a list of men that can't go to work, and your name is on the list." [271]

* * * * *

Q. And after that you received the call from the dispatcher?

A. About seven o'clock. A couple of hours later.

Q. What did you do after that, Mr. Holmes?

A. Well, the next day was Sunday, the 8th of August, I believe it was, and the 9th of August in the morning, I went to the postoffice about nine o'clock and acquired a money [273] order for \$5.00 and sent it to Michael Johnson, 90 Market Street, San Francisco, with my book and a note that it was for the months of July and August, I believe, or June and July, rather. Two dollars and fifty cents for each month.

Q. And did you receive any reply to that letter, Mr. Holmes?

A. I received the letter back a couple of days later. My letter had been opened, the book taken

(Testimony of Charles L. Holmes.)

out, the money, my note was intact, the whole thing put in a large envelope and sent back to me without any note of explanation of any kind.

Q. Well, after that did you talk to the company?

A. After I sent the money order on Monday evening.

Q. Did you tell the company that you sent the money order?

A. I called the money—called the company up in the evening about five.

Q. Who were you talking to at that time?

A. The dispatcher on duty. I can't remember who it was.

Q. What did you have to say to him?

A. I told him that I had sent \$5.00 over to Michael Johnson and the money was in the mail, and I said, "I imagine you can take my word for that. Will it be all right for me to go to work tomorrow?" He said, "No. We can't do that. Not until we get an O.K. or something similar to that from Michael Johnson." I remember I argued with him, it cost me a nickel over time. But the final thing he said, "Holmes, I am just working here the same as you are." [274]

* * * * *

(Whereupon the documents above referred to were marked General Counsel's Exhibit Nos. 9-A, 9-B, 9-C and 9-D, and received in evidence.)

(Testimony of Charles L. Holmes.)

GENERAL COUNSEL'S EXHIBIT No. 9-C

Oakland, Calif., 8-9-48

Mr. Michael Johnson,
90 Market Street, San Francisco, Calif.

Enclosed please find money order in the amount of \$5.00 for the months of June and July of this year.

/s/ C. O. Holmes

412 8th St., Oakland, Calif.

* * * * *

Cross Examination

Q. Did you do any work for Pinkerton's for the week ending August the 7th? A. Yes.

Q. Will you state what work that was?

A. On August the 7th I was on the Marine Lynx eight to sixteen hundred, Q.P., that's for quarter patrol.

Q. Did you work the full week?

A. I had forty hours that week, the week ending August the 7th. [279]

Q. Did you do any work for Pinkerton's on the week ending August the 14th? A. Yes sir.

Q. Did you work the full week?

A. No sir.

Q. How much work did you do?

A. I got two eight hour shifts on Wednesday, the 8th, Polk, eight to fifteen hundred.

Q. Pardon me. On Wednesday, the 11th, what was that? A. President Polk.

(Testimony of Charles L. Holmes.)

Q. Where was that?

A. That I haven't marked down.

Q. Was it waterfront work?

A. Oh, naturally. President Polk is one of the passenger ships. On Saturday, on the President Taft, that is——

Q. That was on the 14th?

A. On the 14th, that is correct. That is sixteen hours for that week.

Q. All right. Those were both waterfront shifts for that week, is that correct?

A. Well, ships don't sail on land, my boy—pardon me. I mean to say, they are waterfront jobs.

Q. They are waterfront jobs. You tell us what you did on the week ending August the 21st.

A. Yes sir. I called up Mr. Jamison some time the later [280] part of the week ending the 14th, and I told him that I had a vacation coming, and I says, "I may as well take it now, if possible, and while I'm doing that, the smoke might clear away and things will get squared away so we can come back to work." He said, "Very well. You go on vacation Sunday, the 15th."

Q. Did you take your vacation on the week ending August the 21st?

A. I went on vacation on Sunday—on Sunday, rather, that is four zero, Sunday morning.

Q. Sunday what?

A. Sunday, the 9th of August.

Q. From Sunday, the 9th of August until August the 21st, were you on vacation?

(Testimony of Charles L. Holmes.)

A. No. Up and to and including the 28th of August, I was on vacation.

Q. You were on vacation——

A. Fourteen days.

Q. Fourteen days. With pay, is that correct?

A. That is correct.

Q. And that pay was given to you by Pinkerton's, is that correct? A. Naturally.

Q. It was waterfront vacation pay?

A. Yes. And in addition to that I was asked to work two days on that week ending August 28th, and I was on the vacation, [281] I told him that over the telephone, that I was on my vacation, I had to be home. He said they were shorthanded and wished I would take it, and I said, "That being the case, very well." In other words, on Friday, the 27th of August, I worked eight hours on the Marine Lynx, and on Saturday, the 28th, seven hours. That is special cargo of some sort at Pier 40.

Q. The 27th you worked on the Marine Lynx?

A. That is correct.

Q. Pardon me? A. That is correct.

Q. And on the 28th at Pier 40, is that correct?

A. That's right.

Q. Now, do you know the date the waterfront strike started?

A. I believe it was some time in the first part of September. That is, the stevedore strike.

Q. That is right. The stevedore strike. After you worked on these two ship assignments on the 27th and 28th, can you say whether you returned to

(Testimony of Charles L. Holmes.)

work for the company before or after the waterfront strike was in progress?

A. When I come off of duty that Saturday, the 28th, off of Pier watch—Pier 40—that was the last time that I worked on the waterfront job to date.

Q. That is correct. Now, can you tell us when—whether or not there was a waterfront strike in progress at the time [282] you returned to work after the 28th?

A. I never returned to work on the waterfront after the 28th.

Q. Oh, no, I mean, returned to work for Pinkerton's. When did you next report to work for Pinkerton's?

A. Well, here we skipped something there on the 28th. My vacation ended, and I notified Pinkerton's by telephone. I got Captain Sledge on the telephone and that was some time in the afternoon about one o'clock, and he said, "This is Sledge." And I said, "Well, my vacation ends tonight at midnight, and I thought I'd notify you about it." I said, "The vacation was a howling success, remember, and I thought I'd let you know that I am ready to go to work. As a matter of fact, I am raring to go." He says, "That's fine, Holmes, I will put you on the list." And he gave me that cargo watch. That was a swing shift job.

Q. What was that, the 28th, you say?

A. Yes. That one I just mentioned, the seven hour watch.

Q. Cargo watch?

(Testimony of Charles L. Holmes.)

A. It says here "Special cargo, Pier 40."

Q. What work did you do after—

A. I—after that I called them for seven consecutive days anywhere from five to seven in the evening. Thought I'd better tell them about getting a job. I quit calling them the 4th day of September. [283]

Q. Did you do any work for Pinkerton's after the 4th day of September? A. Yes sir.

Q. Would you please tell us what it was?

A. I will. Some time, that is, two or three days prior to the 17th day of September, I called Mr. Jamison. I told him that "apparently I can't go to work on the waterfront, as things are. So, if you have a commercial job that's worth while I will take one until the trouble gets squared away." He said, "I will see what I can do." And he called up a day or two later and got me a commercial job, and that commercial job was all right for a couple of weeks, but it turned out to be part time. So, the result of that was that the past—the last three weeks on that job I found it necessary for me to work two eight hour shifts in one day on two separate jobs at ninety cents an hour to get a part time job. As a matter of fact, the last week was thirty-eight hours and a half, thirty-five, fifty-five gross, fifty-six, thirty-seven net after working a thirteen and a half hour shift in one day. So, I told Jamison that wouldn't do. I says, "If that's the best you can do, we'll have to call the whole thing off."

Q. When did this conversation take place?

(Testimony of Charles L. Holmes.)

A. The first conversation took place on the Tuesday, the 9th, the day I worked fifteen and a half hours.

Q. The 9th of what month? [284]

A. November.

Q. November?

A. That's right. And I said, "You will have to figure out something better for next week." And Saturday afternoon I called him up, I said, "Well, Jamison, what have you got figured out for next week?" Well, he apparently hadn't figured out anything. So, I said, "I'm afraid we'll have to call the whole thing off, if that's the best you can do." So, he says, "Well, that's up to you." I says, "Very well, I will bring in my equipment Monday," which I did.

Q. Pardon me. You said what?

A. "Monday." My equipment. Uniform and stick and gun, et cetera.

Q. You turned in your equipment, did you say?

A. Yes.

Q. What date was that?

A. On Monday, the 15th of November.

Q. Do I understand you to say that you quit the job on November the 15th?

A. Absolutely, correct. For that reason that I wasn't earning enough, and I was kicked about a little too much. I explained that matter to Mr. Sledge there in the office. As a matter of fact, he asked to see me before I left. He says, "What seems to be the trouble, Holmes?" And I told him briefly

(Testimony of Charles L. Holmes.)

what happened, and I says, "You understand those conditions. [285] Do you blame me for pulling out?" And he said, "No, I don't think I can." And that was the end of that. [286]

* * * * *

Cross Examination

Q. (By Mr. Leonard): During the week ending the 14th of August, you worked two waterfront jobs, is that right; the 14th of August, 1948?

A. The week ending what?

Q. August 14th. A. That's correct.

Q. On piers in San Francisco, is that right?

A. I don't know what piers they were. [289]

* * * * *

Q. (By Mr. Leonard): When did you get your first waterfront job?

A. After the 7th of August.

Q. That's right.

Trial Examiner Myers: Well, when?

A. On the 11th, it was.

Q. (By Mr. Leonard): On the 11th. All right. How did you get that job? [293]

A. They called me up.

Q. You were dispatched in the ordinary course of events? A. That's correct.

Q. Just the way you have been dispatched to jobs before? A. Uh-huh. [294]

* * * * *

Re-direct Examination

Q. (By Mr. Magor): Mr. Holmes, after the last time that you were working for the company, I be-

(Testimony of Charles L. Holmes.)

lieve you testified around November 13th.

A. Yes.

Q. Have you at any time received any calls from the company? A. Yes—on the——

Q. When did you receive the call from——

A. On December 17th—18th. Some time in the afternoon, [296] I received a call from Jamison. He identified himself as Jamison.

Q. What did he have to say to you at that time?

A. He said, "This is Jamison," and he said—we had—this conversation was something similar to this: "The business agent says it's all right with him, and you are all right with us, always have been for that matter, so we'd like to have you come back on the waterfront. All you have to do—if you—" he says—"All you have to do is square yourself with the union, or if you square yourself with the union."

Q. "If you square yourself with the union, come back to work on the waterfront."

A. That's right. That is as near as I can recall, that was the conversation.

Q. What did you have to say to this?

A. I declined. I told him that I had flimflammed too much to consider coming back. At that time I had the days filed with the Labor Board. So——

Q. Was that call received after you filed a charge with the Board? A. That's right. [297]

* * * * *

(Testimony of Charles L. Holmes.)

Direct Examination

Q. (By Mr. Magor): Mr. Holmes, when you were cross examined by Mr. Bahrs yesterday, you testified that on or about August 11 you were assigned to the President Polk; is that correct?

A. I will consult my book here. If I said so, it must be right. On August 11 I was assigned to the President Polk, [308] that is correct.

Q. On August 14 you were assigned to the President Taft? A. That is correct also.

Q. Now, when you were assigned to those ships were you asked by the company to get a clearance?

A. No, they never mentioned anything like that to me.

Q. They never told you that you had to get a clearance? A. No.

Mr. Magor: No further questions. [309]

* * * * *

PHILIP C. SLEDGE

a witness called by and on behalf of the Pinkerton's National Detective Agency, Inc., Respondent, being first duly sworn, was examined and testified as follows:

Direct Examination

Trial Examiner Myers: What is your name, sir?

The Witness: Philip C. Sledge.

(Testimony of Philip C. Sledge.)

Trial Examiner Myers: Where do you live, sir?

The Witness: 725 Ellis, San Francisco.

Trial Examiner Myers: You may be seated. Mr. Bahrs, you may proceed with the examination of this witness.

Q. (By Mr. Bahrs): Will you state for the record, please, what position you occupy?

A. Superintendent of Patrol of the San Francisco Office of the Pinkerton National Detective Agency.

Q. I will ask you, Captain Sledge, on or about August 11, did you dispatch, or offer employment to Mr. Connors or Mr. Slater on the detainer watch on the San Francisco waterfront?

A. To both Mr. Slater and Mr. Connors, sir.

Q. That was on August 11?

A. August 11.

Trial Examiner Myers: What year?

The Witness: 1948, sir.

Mr. Bahrs: 1948, yes.

Q. (By Mr. Bahrs): As a part of that offer of employment or dispatching, did you request them to go to the Contract Guard's and Patrolmen's Committee, or to Mr. Mike Johnson here for clearance?

A. No, I didn't. [315]

Q. Were there any conditions attached to the offer of employment? A. None whatsoever.

Q. Now, did Mr. Slater accept that offer of employment? A. He did not, sir.

Q. Did Mr. Connors? A. No, sir.

Q. On or about the middle of August, did you

(Testimony of Philip C. Sledge.)

have a conversation with Mr. Slater during which time Mr. Slater made any reference to taking a trip out of town, sir?

A. I did, sir. Mr. Slater called at our uptown office in the Monadnock Building and talked with me in my office. As I recall, he stated that some relative—I believe a son—had flown here, and I think was flying to New York, either in his own plane, or at least a plane which he piloted. That, as I recall it, was approximately the middle of August. I am not sure of the exact date.

Q. When was the next time you saw Mr. Slater?

A. In September, sir, approximately the 10th or 12th of September.

Q. What conversation did you have with him at that time?

A. Mr. Slater again came into our San Francisco Office and told me about his trip to New York. He said that he had had a very good time and mentioned a few incidents that happened. It was just a general conversation. [316]

Q. Did he make any request for employment at that time? A. No, sir.

Q. I will ask you whether or not on or about September 16 you dispatched Mr. Slater to an assignment?

A. Yes, sir. We gave Mr. Slater an assignment at that time to a bulkhead watch in front of Pier 44 there, 6:00 a.m. to 2:00 p.m., on the 16th. On the seventeenth. The assignment was given to him on the day of the 16th. Mr. Slater at that time stated

(Testimony of Philip C. Sledge.)

that he was unable to accept the assignment because he could not get union clearance.

Q. Now, Captain Sledge, you are familiar with the contract that is in effect between the Contract Guards and Patrolmen and the Pinkerton's National Detective Agency? A. I am, sir.

Q. I would like to read Paragraph (d) on Page 6 of the contract. I presume it is satisfactory if I read from the copy. It reads as follows: "This agreement recognizes the refusal of watchmen to pass through picket lines established by a labor organization at or around the premises of the clients of the employer under this contract, and such action shall not be deemed a violation of the agreement."

Paragraph (e) reads as follows: "It is recognized that protection of property is necessary during a strike. It is, therefore, agreed that when mutually approved by the union involved and the employer, watchmen covered by this agreement [317] will be permitted to pass through picket lines, provided strikebreakers are not used."

When reference was made to securing a permit to go to work on the waterfront, I will ask you whether or not at that time there was in effect a general strike of longshore and maritime crafts on the waterfront at that time?

A. There was, sir.

Q. Were the picket lines established?

A. Yes, sir.

Q. Was there a Strike Committee operating,

(Testimony of Philip C. Sledge.)

consisting of representatives of the various unions that were on strike at that time?

A. I understand that there was such a committee.

Q. In order for a Pinkerton guard to go through the picket lines, it was necessary to secure a permit from that Strike Committee?

A. We were informed that all Pinkerton men would have to obtain permits from this Strike Action Committee, as I believe it was called.

Q. You heard the testimony here yesterday and the day before of the various other unions involved, that is, the Marine Cooks and Stewards, the Radio Operators, and so forth, and those were the unions that were represented on that Strike Committee, to your knowledge? A. That is true. [318]

Q. I will ask you whether or not on or about October 4 you offered Mr. Slater a job?

A. Yes, sir, I did.

Q. Will you please tell us what that offer consisted of?

Trial Examiner Myers: Including that date?

The Witness: The offer was made to Mr. Slater on October 4, 1948. I personally telephoned Mr. Slater and told him that we had a new job opening on his side of the Bay; that it was an industrial job at the San Lorenzo Village, a construction project which we had been informed would last anywhere from six months to a year; that it would be steady employment, not only at the industrial rate of 90 cents, but at a rate of \$1.50 an hour, with, of course,

(Testimony of Philip C. Sledge.)

time and a half after 40 hours. His schedule would be a 48 hour week, which would give him a gross check of \$62. I told Mr. Slater that he might have the job if he so desired.

Q. What did Mr. Slater do?

A. Mr. Slater informed me that he had a job at Moore's and expected to turn in his uniform in a few days. By "Moore's", I assume that he meant Moore's shipyard.

Q. Captain Sledge, you have heard various witnesses here refer to a certain list that was prepared by Mr. Johnson, consisting of the names of persons whose dues had not been paid up in the Contract Guards' and Patrolmen's Union?

A. I have, sir. [319]

Q. In the first place, did you ever see that list?

A. I did, sir.

Q. Do you know whether or not any persons, other than Mr. Connors or Mr. Slater, or Mr. Stenhouse, or Mr. Holmes, were named on that list?

A. Yes sir, there were a number of those. [320]

* * * * *

Cross Examination

Q. (By Mr. Magor): You say that on September 16th you dispatched Mr. Connors and Mr. Slater to the bulkhead watch; is that correct?

A. (There was no answer.)

Q. To refresh your memory, what did you dispatch him to on September 16?

(Testimony of Philip C. Sledge.)

A. I don't recall any mention being made of Mr. Connors. Mr. Slater was dispatched to the bulk-head watch, sir, Pier 44, from 6:00 a.m. to 2:00 p.m.

* * * * *

[328]

Q. I see. You testified that the unions brought around a list of men who were delinquent in their dues?

A. We were given a list of men who were delinquent, yes, sir.

Q. Slater's and Connors' and Holmes' names were named. Right?

A. I believe so, sir. [329]

* * * * *

J. O. CAMDEN,

a witness called by and on behalf of the Pinkerton's National Detective Agency, Inc., Respondent, having been previously duly sworn, was examined and testified as follows:

Direct Examination

Trial Examiner Myers: Will you give the Reporter your name?

The Witness: J. O. Camden. [335]

* * * * *

(Thereupon, the document above referred to was marked Pinkerton's Exhibit No. 1 for identification, and was received in evidence.)

PINKERTON'S EXHIBIT No. 1

International Longshoremen's & Warehousemen's
Union [Letterhead]

Mr. Camden

March 31, 1948

Pinkerton National Detective Agency
Monadnock Building
San Francisco, California

Dear Mr. Camden:

This is to notify you that in accordance with the agreement we are demanding that Thomas Stenhouse be immediately removed from work with your company.

Mr. Stenhouse is delinquent in his dues.

Very truly yours.

/s/ Michael Johnson

Contract Guards & Patrolmen

MJ:rg

uopwa-cio-34

* * * * *

[336]

(Thereupon, the document above referred to was marked Pinkerton's Exhibit No. 2 for identification.)

PINKERTON'S EXHIBIT No. 2

COPY

Suite 357 Monadnock Building,
San Francisco 5, California.

March 31st, 1948

Mr. Michael Johnson,
International Representative,
International Longshoremen's & Warehousemen's
Union
604 Montgomery Street,
San Francisco 11, California.

Dear Mr. Johnson:

Your letter March 31st.

This will advise you that instructions have been given today that Guard Thomas Stenhouse be separated from the pay rolls of our Agency. This action is being taken in accordance with the provisions of our Agreement with the C.I.O. and upon your advice that Mr. Stenhouse is delinquent in his dues.

It will be understood that the International Warehousemen's Union will be responsible for the defense of any action which this man may take for re-instatement of employment; also should it later be found that he is entitled to wages as a result of this action, such costs will be borne by the Union.

Very truly yours,

Pinkerton's National Detective Agency, Inc.
Assistant General Manager.

* * * * *

[337]

(Testimony of J. O. Camden)

Q. Now then, Mr. Camden, I direct your attention to the occasion of the strike that took place among the Pinkerton guards, as has been testified to previously. Will you state what date that occurred on?

A. On August 5.

Q. At that time, I believe you testified that you were in [345] New York? A. Yes, sir.

Q. When did you return to this area?

A. On August 7.

Q. At that time did you execute this document that has been offered in evidence here as the return to work agreement? A. Yes, sir.

Q. Who prepared that document?

A. Well, it was actually written by the U. S. Conciliator of Labor, Mr. Hillenbrand.

Q. At that time, on August 7, you and Mr. Johnson signed it; is that correct? A. Yes, sir.

Q. On or about August 7, did you order that Mr. Conners, Mr. Slater, and Mr. Holmes be removed from employment on Marine Lynx? Did you ask that they be taken off the job? Did you give instructions that they be taken off the job?

A. I don't think that I specifically instructed that they be taken off, but it was definitely understood and I knew that they were to be taken off through our Patrol Superintendent at that time.

Trial Examiner Myers: It was understood between whom?

Mr. Magor: Between whom?

(Testimony of J. O. Camden)

The Witness: Between myself and the Patrol Superintendent.

Trial Examiner Myers: What do you mean "understood"? [346]

The Witness: Well, he was present at the time this return to work agreement was signed, and it was understood there and agreed that these men would be taken off the registered list.

Trial Examiner Myers: Understood and agreed between whom?

The Witness: Our Patrol Superintendent and myself, and Mr. Johnson was also present.

Trial Examiner Myers: Was it an agreement between you and Mr. Johnson?

Mr. Leonard: That is objected to.

Trial Examiner Myers: And with your superintendent?

Mr. Leonard: I object to——

Trial Examiner Myers: Overruled.

Mr. Leonard: May I state the grounds for it?

Trial Examiner Myers: Certainly.

Mr. Leonard: The Agreement of August 7th was reduced to writing, and I submit that it reflects what the parties agreed to. This is an attempt to vary the terms of the agreement by parole evidence.

Trial Examiner Myers: Will you read the question to the witness?

(The last question was read by the Reporter.)

Trial Examiner Myers: And the superintendent of patrol?

(Testimony of J. O. Camden)

The Witness: Yes. [347]

Trial Examiner Myers: When was that agreement made?

The Witness: Well, that is a part of this return to work agreement. The provision of it is that we agreed there that the registered list was to be revised.

Mr. Leonard: In view of the witness' answer, may I renew my objection that the agreement was the document itself. There was no other document.

I move to strike anything with respect to an oral agreement, or an agreement outside the written paper.

Trial Examiner Myers: The motion is denied.

Q. Now, Mr. Camden, following August 7, did you have a conversation with me concerning this return to work agreement? A. Yes sir, I did.

Q. Following that conversation with me, did you communicate with Mr. Johnson? A. I did.

Q. What did you say to him?

A. I told him that our counsel had advised that we were wrong in signing the agreement that had been signed. It was a violation of the provisions of the Taft-Hartley Act.

Q. Did you talk to Mr. Johnson with respect to dispatching Mr. Conners, Mr. Slater, and Mr. Holmes? A. I did.

Q. What was the conversation?

A. I told him that, in accordance with our Council's advice, [348] both ourselves and the union

(Testimony of J. O. Camden)

would be in trouble and charged with unfair labor practices if we continued to carry out the provisions of the agreement.

Trial Examiner Myers: When was this conversation?

The Witness: This was on either the 9th or the 10th of August.

Trial Examiner Myers: What did Mr. Johnson say?

The Witness: He said, "Send him back to work."

Q. (By Mr. Bahrs): Did Mr. Johnson ask that they be required to clear with him before they were sent back to work?

A. He did not. [349]

* * * * *

Q. Did Mr. Connors tell you that he had been dispatched to work at Pier 41 by Mr. Bishop?

A. Yes.

Q. Did Mr. Connors ask you at that time if he could carry a gun? A. He did.

Q. What did you say?

A. That he could not.

Q. Do you permit any of your guards to carry guns on the waterfront? A. No.

Q. Did Mr. Connors say at that time that he was not going to go down and jeopardize his life?

A. I don't recall whether he did or not.

Q. Did you hear him testify here, Mr. Camden?

A. I did.

Q. Did you hear him say that? A. Yes.

(Testimony of J. O. Camden)

Q. You don't recall?

A. I don't recall whether he did or not. Perhaps he did.

Q. In any event, after you told him that you would not permit him to carry a gun on the waterfront, do you know whether or not Mr. Connors accepted that assignment of waterfront work?

A. He did not [351]

Q. He did not. At that time did you offer him any other work? A. I did.

Q. Would you please state what the work was?

A. I told him that if he objected to working on the waterfront we would give him non-waterfront work.

Q. Mr. Camden, do you know whether or not a strike occurred on the waterfront, commencing on or about September 2nd? A. Yes, I do.

Q. Involving a number of unions, such as the Longshoremen's Union and the Marine Cooks and Stewards? A. Yes, sir.

Q. And other sea-going crafts. Do you know whether or not the Longshoremen's Union, the Firemen's Union, and the Marine Cooks and Stewards and so forth had a strike committee?

A. I understand they did, yes, sir.

Q. They had a strike committee. Do you know whether or not they would permit Pinkerton guards to go through their picket lines with or without a permit?

Mr. Magor: I object to that as calling for an opinion and conclusion of the witness.

(Testimony of J. O. Camden)

Trial Examiner Myers: Do you know of your own knowledge?

The Witness: From my own personal knowledge, I don't.

Trial Examiner Myers: All right. I will sustain the objection. [352]

Q. Did you send anybody to work as a guard on the waterfront without securing a permit from the Joint Strike Committee? A. No.

Q. Were all Pinkerton guards performing work on the waterfront during the time that the Longshoremen's strike was in progress required to secure permits in order to go to work in the waterfront?

Mr. Magor: I object to that as calling for an opinion and conclusion of the witness.

Trial Examiner Myers: Do you know that of your own knowledge, Mr. Camden?

The Witness: I know of my own knowledge to the extent——

Trial Examiner Myers: Do you know of your own knowledge? Do you?

The Witness: Yes, I do.

Trial Examiner Myers: All right. Then answer the question. The objection is overruled.

The Witness: They were required to. [353]

* * * * *

GERMAIN BULCKE

a witness called by and on behalf of the International Longshoremen's and Warehousemen's Union and the Contract Guards' and Patrolmen's Organiz-

(Testimony of Germain Bulcke)

ing Committee, being first duly sworn, was examined, and testified as follows:

Direct Examination

Trial Examiner Myers: What is your name, sir?

The Witness: Germain Bulcke.

Trial Examiner Myers: Where do you live, sir?

The Witness: I live at 50 Church Street, San Francisco.

Trial Examiner Myers: You may be seated.

Mr. Leonard, you may proceed with the examination of this witness.

Q. (By Mr. Leonard): Mr. Bulcke, what is your business or occupation?

A. I am Vice President of the International Longshoremen's and Warehousemen's Union. [358]

* * * * *

Q. Mr. Bulcke, beginning on September 2, 1948, there was a strike of maritime workers and longshoremen on the Pacific Coast; is that correct?

A. That is correct.

Q. Do you know of your own knowledge whether or not the striking unions set up some kind of a joint committee to handle the strike for them? [365]

A. They did.

Q. Do you know whether or not for maintenance workers, guards, and other people who had to go behind the picket lines on the docks, there was some procedure for obtaining clearances?

A. Yes, definitely.

Q. Persons who had such business on the docks,

(Testimony of Germain Bulcke)

as I have indicated specifically, from whom would they obtain clearance?

A. From the Joint Action Committee.

Q. This was the Joint Committee of the striking Unions?

A. It was a committee composed of representatives of all the unions on strike at that time.

Q. The guards and watchmen's union was not on strike at that time?

A. That is correct. [366]

* * * * *

Recross Examination

Q. (By Mr. Magor): Who was the Contract Guards Organizing Committee formed by?

A. The Contract Guards Committee was formed by the group themselves.

Q. Who directed the formation of them?

A. The group originally was part of Local 34. By action of that local and the men themselves, they requested to be set up in a separate organization. That request was made to the International and was granted. They were then set up as a Contract Guards Organizing Committee.

Trial Examiner Myers: When was this set up?

The Witness: I believe, to the best of my recollection, some time in December, 1947. The exact date escapes me.

Q. Do they have a charter?

A. They have since been chartered as a local.

Q. When were they chartered?

(Testimony of Germain Bulcke)

A. They were chartered in January of 1949.

* * * * *

[372]

After Recess

(Whereupon, the hearing was resumed, pursuant to the recess, at 2:00 o'clock, p.m.)

Trial Examiner Myers: Gentlemen, are you ready to proceed?

Mr. Magor: The General Counsel is ready to proceed.

Mr. Bahrs: I am ready to proceed.

Trial Examiner Myers: Has the General Counsel any witnesses he wishes to call in rebuttal?

Mr. Magor: At this time I would like to ask Mr. Leonard if we might reach a stipulation that after June 15, 1948, there had been no UA election held between the company and the union, pursuant to Provision 9(e) of the Act.

Mr. Leonard: As far as I know, that is right. Do you know of any, Mr. Bahrs.

Mr. Bahrs: I will stipulate that we never heard of one.

Trial Examiner Myers: Was one conducted by the National Labor Relations Board?

Mr. Bahrs: Not to my knowledge.

Mr. Leonard: Not to my knowledge. I have no objection to the Trial Examiner taking administrative notice if you will want to examine the Board's files in the record. As far as I know, there was not any such election.

Trial Examiner Myers: Is that your understanding, Mr. Bahrs? [375]

Mr. Bahrs: My understanding is that there was not any.

Trial Examiner Myers: Is that your understanding?

Mr. Magor: That is my understanding. [376]

* * * * *

Trial Examiner Myers: Mr. Bahrs, have you any comments that you wish to make? [385]

* * * * *

Mr. Bahrs: Now, with reference to the other three charging parties, we make no question of the fact that on or about August 7, they were taken off the *Marine Lynx*. We make no question of [388] the reasons for their being taken off the *Marine Lynx*. It is uncontroverted that a strike occurred at the operations of the Pinkerton's Detective Agency, and the strike was settled by the execution of this return to work agreement, which is in evidence. It is also a fact, and I say it advisedly, that within two or three days after that deal took place, and I may say, after Mr. Johnson had cooled off, Mr. Camden testified that he called up Mr. Johnson and told him that to persist in this course of conduct was going to get the union in trouble, and the Pinkerton's Detective Agency into trouble. [389]

* * * * *

In the United States Court of Appeals
for the Ninth Circuit

No. 12,861

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

PINKERTON'S NATIONAL DETECTIVE
AGENCY, INC., and CONTRACT GUARDS
AND PATROLMEN'S ORGANIZING COM-
MITTEE, I.L.W.U.,

Respondents.

CERTIFICATE OF THE NATIONAL LABOR
RELATIONS BOARD

The National Labor Relations Board, by its Executive Secretary, duly authorized by Section 203.87, Rules and Regulations of the National Labor Relations Board—Series 5, as amended (redesignated Section 102.87, 14 F. R. 78), hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record of a consolidated proceeding had before said Board, entitled, "In the Matter of Pinkerton's National Detective Agency, Inc., and Thomas W. Stenhouse, John T. Conners, Walter J. Slater, and Charles O. Holmes, individuals; In the Matter of Contract Guard's and Patrolmen's Organizing Committee, I.L.W.U. and International Longshoremen's and Warehousemen's Union, C.I.O., and John T. Conners, Charles O. Holmes, and Walter J. Slater, in-

dividuals," the same being known as Cases Nos. 20-CA-120 and 20-CB-33, respectively, before said Board, such transcript including the pleadings, and testimony and evidence upon which the order of the Board in said consolidated proceeding was entered, and including also the findings and order of the Board.

Fully enumerated, said documents attached hereto are as follows:

1. Order designating Howard Myers, Trial Examiner, for the National Labor Relations Board, dated March 29, 1949.

2. Stenographic transcript of testimony taken before Trial Examiner Myers on March 29, 30, and 31, 1949, together with all exhibits introduced in evidence.

3. Letter from respondent Contract Guards' and Patrolmen's Organizing Committee, I.L.W.U., hereinafter called respondent Committee, dated April 6, 1949, requesting extension of time for filing brief before Trial Examiner.

4. Copy of Chief Trial Examiner's telegram, dated April 11, 1949, granting all parties extension of time for filing briefs.

5. Respondent Committee's letter, dated April 27, 1949, requesting further extension of time for filing brief before Trial Examiner.

6. Copy of Chief Trial Examiner's telegram, dated April 29, 1949, granting all parties further extension of time for filing briefs.

7. Copy of Trial Examiner Myers' Intermediate Report, dated May 18, 1949 (annexed to item 14 hereof); order transferring cases to the Board, dated May 18, 1949, together with affidavit of service and United States Post Office return receipts thereof.

8. Respondent Committee's request for permission to argue orally before the Board, dated May 24, 1949. (Denied, See Board's Decision and Order, dated June 9, 1950, Item 14 hereof.)

9. Respondent Committee's letter, dated May 28, 1949, requesting extension of time for filing exceptions and brief.

10. Request of respondent Pinkerton's National Detective Agency, Inc., hereinafter called respondent Pinkerton, for permission to argue orally before the Board, received May 31, 1949. (Denied, see Board's Decision and Order, dated June 9, 1950, Item 14 hereof.)

11. Copy of Board's telegram, dated June 1, 1949, granting all parties extension of time for filing exceptions and briefs, together with copy of Board's telegram, dated June 2, 1949, directing regional director to notify charging party W. J. Slater of extension.

12. Respondent Pinkerton's exceptions to the Intermediate Report, received June 21, 1949.

13. Respondent Committee's exceptions to the Intermediate Report, received June 27, 1949.

14. Copy of Decision and Order issued by the National Labor Relations Board on June 9, 1950, with Intermediate Report annexed, together with affidavit of service and United States Post Office return receipts thereof.

In Testimony Whereof, the Executive Secretary of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the city of Washington, District of Columbia, this 14th day of February, 1951.

/s/ FRANK M. KLEILER,
Executive Secretary

[Seal] National Labor Relations Board

[Endorsed]: No. 12,861. United States Court of Appeals for the Ninth Circuit. National Labor Relations Board, Petitioner, vs. Pinkerton's National Detective Agency, Inc., and Contract Guards and Patrolmen's Organizing Committee, I.L.W.U., Respondents. Transcript of Record. Petition for Enforcement of an Order of The National Labor Relations Board.

Filed: February 19, 1951.

/s/ PAUL P. O'BRIEN,
Clerk of the United States Court of Appeals for
the Ninth Circuit.

In the United States Court of Appeals
for the Ninth Circuit

No. 12,861

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

PINKERTON'S NATIONAL DETECTIVE
AGENCY, INC., and CONTRACT GUARDS
AND PATROLMEN'S ORGANIZING COM-
MITTEE, I.L.W.U.,

Respondents.

PETITION FOR ENFORCEMENT OF AN
ORDER OF THE NATIONAL LABOR
RELATIONS BOARD

To the Honorable, the Judge of the United States
Court of Appeals for the Ninth Circuit:

The National Labor Relations Board, pursuant to the National Labor Relations Act, as amended (61 Stat. 136, 29 U. S. C. Supp. III, Secs. 151, et seq.), hereinafter called the Act, respectfully petitions this Court for the enforcement of its order against Respondents, Pinkerton's National Detective Agency, Inc., San Francisco, California, hereinafter called Pinkerton, its officers, agents, successors, and assigns and Contract Guards and Patrolmen's Organizing Committee, I.L.W.U., hereinafter called Committee, its officers, representatives, and agents, or the officers, representatives, and agents of its successors. The consolidated proceed-

ing resulting in said order is known upon the records of the Board as "In the Matter of Pinkerton's National Detective Agency, Inc., and Thomas W. Stenhouse, John T. Conners, Walter J. Slater, and Charles O. Holmes, individuals; In the Matter of Contract Guard's and Patrolmen's Organizing Committee, I.L.W.U., and International Longshoremen's and Warehousemen's Union, C.I.O., and John T. Conners, Charles O. Holmes, and Walter J. Slater, individuals," the same being known as Cases Nos. 20-CA-120 and 20-CB-33, respectively.

In support of this petition the Board respectfully shows:

1. Respondent Pinkerton is a Delaware corporation engaged in business in the State of California, within this judicial circuit where the unfair labor practices occurred and respondent Committee is a labor organization admitting to membership employees of Pinkerton in the State of California, within this judicial circuit where the unfair labor practices occurred. This Court therefore has jurisdiction of this petition by virtue of Section 10 (e) of the National Labor Relations Act, as amended.

2. Upon all proceedings had in said matter before the Board, as more fully shown by the entire record thereof certified by the Board and filed with this Court herein, to which reference is hereby made, the Board on June 9, 1950, duly stated its findings of fact and conclusions of law, and issued an order directed to Respondent Pinkerton, its officers, agents, successors, and assigns and to Respondent Committee, its officers, representatives, and agents,

or the officers, representatives, and agents of its successors. The aforesaid order provides as follows:

* * * * *

[Printer's Note: Order is duplicate of Order set out in full at page 93 of this printed record.]

3. On June 9, 1950, the Board's Decision and Order was served upon Respondent's by sending copies thereof postpaid, bearing Government frank, by registered mail, to Respondents' counsel.

4. Pursuant to Section 10 (e) of the National Labor Relations Act, as amended, the Board is certifying and filing with this Court a transcript of the entire record of the consolidated proceeding before the Board, including the pleadings, testimony and evidence, findings of fact, conclusions of law, and order of the Board.

Wherefore, the Board prays this Honorable Court that it cause notice of the filing of this petition and transcript to be served upon Respondents and that this Court take jurisdiction of the proceeding and of the questions determined therein and make and enter upon the pleadings, testimony and evidence, and the proceedings set forth in the transcript and upon the order made thereupon as set forth in paragraph 2 hereof, a decree enforcing in whole said order of the Board, and requiring Respondent Pinkerton, its officers, agents, successors, and assigns and Respondent Committee, its officers, rep-

representatives, and agents, or the officers, representatives, and agents of its successors, to comply therewith.

NATIONAL LABOR RELATIONS
BOARD

By /s/ A. NORMAN SOMERS,
Assistant General Counsel.

Dated at Washington, D. C., this 14th day of
February, 1951.

* * * * *

[Printer's Note: Appendix A and B are set
out in full at pages 68-70 of this printed rec-
ord.]

[Endorsed]: Filed Feb. 19, 1951. Paul P. O'Brien,
Clerk.

[Title of U. S. Court of Appeals and Cause.]

STATEMENT OF POINTS ON WHICH
PETITIONER INTENDS TO RELY

In this proceeding, petitioner, National Labor
Relations Board, will urge and rely upon the fol-
lowing points:

1. The Board properly found that the Company
violated Section 8(a) (3) of the Act, as amended,
by discriminating against four of its waterfront
guards, and that the Union violated Section 8 (b)
(2) by causing the Company to do so with respect
to three of the guards.

2. The Board properly found that the Union

violated Section 8 (b) (1) (A) of the Act, as amended.

3. The Board acted reasonably in imposing joint and several liability for back pay upon the Company and the Union.

/s/ A. NORMAN SOMERS,
Assistant General Counsel
National Labor Relations Board

Dated February 14, 1951. Washington, D. C.

[Endorsed]: Filed Feb. 19, 1951. Paul P. O'Brien,
Clerk.

[Title of Cause.]

ORDER TO SHOW CAUSE

The President of the United States of America:

To: Pinkerton's Nat'l Detective Agency, Inc., 681
Market St., Room 372, San Francisco, Calif.;
Contract Guard's & Patrolmen's Organizing
Committee, ILWU, and Int. Longshoremen's
& Warehousemen's Union, CIO, 90 Market St.,
San Francisco, Calif., and Contract Guard's &
Patrolmen's Organizing Com., ILWU, & Int.
Longshoremen's & Warehousemen's Union,
CIO, Pier 16, Bulkhead Bldg., San Francisco,
Calif.,

Greeting:

Pursuant to the provisions of Subdivision (e) of

Section 160, U.S.C.A. Title 29 (National Labor Relations Board Act, Section 10(e)), you and each of you are hereby notified that on the 19th day of February, 1951, a petition of the National Labor Relations Board for enforcement of its order entered on June 9, 1950, in a proceeding known upon the records of the said Board as "In the Matter of Pinkerton's National Detective Agency, Inc., and Thomas W. Stenhouse, John T. Conners, Walter J. Slater and Charles O. Holmes, individuals, Case No. 20-CA-120; and in the Matter of Contract Guard's & Patrolmen's Organizing Committee, ILWU, and International Longshoremen's & Warehousemen's Union, CIO, and John T. Conners, Charles O. Holmes, and Walter J. Slater, individuals, Case No. 20-CB-33," and for entry of a decree by the United States Court of Appeals for the Ninth Circuit, was filed in the said United States Court of Appeals for the Ninth Circuit, copy of which said petition is attached hereto.

You are also notified to appear and move upon, answer or plead to said petition within ten days from date of the service hereof, or in default of such action the said Court of Appeals for the Ninth Circuit will enter such decree as it deems just and proper in the premises.

Witness, the Honorable Fred M. Vinson, Chief Justice of the United States, this 20th day of Feb-

ruary in the year of our Lord one thousand, nine hundred and fifty-one.

[Seal] /s/ PAUL P. O'BRIEN,
Clerk of the United States Court of Appeals for
the Ninth Circuit.

Return on Service of Writ attached.

[Stamped]: Received Feb. 21, 1951, U. S. Marshal's office.

[Endorsed]: Filed Feb. 27, 1951. Paul P. O'Brien,
Clerk.

[Title of U. S. Court of Appeals and Cause.]

ANSWER OF PINKERTON'S NATIONAL
DETECTIVE AGENCY, INC.

Pinkerton's National Detective Agency, Inc., answers the petition on file herein as follows:

I.

That Pinkerton's National Detective Agency, Inc., has complied with all of the provisions and requirements of the order of the National Labor Relations Board directed to Pinkerton's National Detective Agency, Inc., in the above matter, save and except payment of back pay to the employees specified in such order and the posting of the notice set forth as Appendix "A" to said order, which declares in part that Pinkerton's National Detective Agency, Inc., will make such employees whole for any loss of pay suffered as a result of the discrimination against them.

II.

That defendant, Pinkerton's National Detective Agency, Inc., is not liable for back pay to any of the employees specified in such order, to wit, employees Stenhouse, Connors, Slater and Holmes, and that the order of the National Labor Relations Board is contrary to the Labor Management Relations Act 1947 for the following reasons:

Section 10 of the Labor Management Relations Act 1947 specifically provides and declares that where an order directs reinstatement of an employee, back pay may be required of the employer or labor organization, as the case may be, responsible for the discrimination suffered by him.

Defendants, International Longshoremen's & Warehousemen's Union, and Contract Guards & Patrolmen's Organizing Committee, are responsible for such discrimination as may have been suffered by the above named employees here involved.

The finding by the Trial Examiner and the National Labor Relations Board that International Longshoremen's and Warehousemen's Union had not committed the unfair labor practices here involved is not supported by substantial evidence on the record considered as a whole.

Defendant, Pinkerton's National Detective Agency, Inc., is not responsible for such discrimination as may have been suffered by the above named employees here involved.

The finding by the National Labor Relations Board that Pinkerton's National Detective Agency, Inc., is responsible for the discrimination suffered

by the above named employees is not supported by substantial evidence on the record as a whole.

The National Labor Relations Board, in attempting to impose several liability on Pinkerton's in the Stenhouse case, and joint and several liability on Pinkerton's and the Contract Guards & Patrolmen's Organizing Committee in the cases of Connors, Slater and Holmes, acted contrary to the provisions of the Labor Management Relations Act, 1947, and without any authority in law.

Wherefore, Pinkerton's National Detective Agency, Inc., prays that the order of the National Labor Relations Board be modified to conform to the Labor Management Relations Act, 1947, by eliminating therefrom the requirement of any payment of back pay by Pinkerton's National Detective Agency, Inc., and that the petition therein be dismissed as to Pinkerton's National Detective Agency, Inc.

PINKERTON'S NATIONAL DETECTIVE
AGENCY, INC.,

By WILLIAM B. BOYD,

Assistant General Manager in charge of
Western Region.

Duly Verified.

Affidavit of Service by Mail attached.

[Endorsed]: Filed Mar. 9, 1951. Paul P. O'Brien,
Clerk.

[Title of Cause.]

ORDER TO SHOW CAUSE

The President of the United States of America:
To: Contract Guard's & Patrolmen's Organizing
Committee, ILWU, and International Long-
shoremen's & Warehousemen's Union, CIO,
c/o Mr. Mike Johnson, 2615 Bartlett St., Fruit-
vale, California,

Greeting:

Pursuant to the provisions of Subdivision (e) of Section 160, U.S.C.A. Title 29 (National Labor Relations Board Act, Section 10(e)), you and each of you are hereby notified that on the 19th day of February, 1951, a petition of the National Labor Relations Board for enforcement of its order entered on June 9, 1950, in a proceeding known upon the records of the said Board as "In the Matter of Pinkerton's National Detective Agency, Inc., and Thomas W. Stenhouse, John T. Conners, Walter J. Slater and Charles O. Holmes, individuals, Case No. 20-CA-120; and in the Matter of Contract Guard's & Patrolmen's Organizing Committee, ILWU, et al., Case No. 20-CB-33," and for entry of a decree by the United States Court of Appeals for the Ninth Circuit, was filed in the said United States Court of Appeals for the Ninth Circuit, copy of which said petition is attached hereto.

You are also notified to appear and move upon, answer or plead to said petition within ten days from date of the service hereof, or in default of

such action the said Court of Appeals for the Ninth Circuit will enter such decree as it deems just and proper in the premises.

Witness, the Honorable Fred M. Vinson, Chief Justice of the United States, this 10th day of August in the year of our Lord one thousand, nine hundred and fifty-one.

[Seal] /s/ PAUL P. O'BRIEN,
Clerk of the United States Court of Appeals for
the Ninth Circuit.

Return on Service of Writ attached.

[Stamped]: Received Aug. 13, 1951, U. S. Marshal's office.

[Endorsed]: Filed Aug. 28, 1951. Paul P. O'Brien, Clerk.